

**Charlestown Mall**

**Box 14**

**Document 1**

#480

## GAETANO REALTY CORP.

1506 WHITESBORO STREET

UTICA, NEW YORK 13502

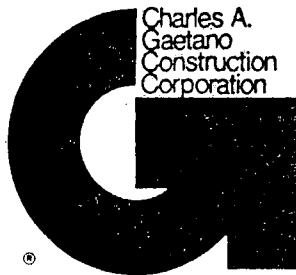
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Charles A. Gaetano Construction Corp.  
1506 Whitesboro St.  
Utica, NY 13502

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INVOICE DATE 9-10-79	OUR ORDER NO.	YOUR ORDER NO.	SALESMAN	TERMS	PPD	PPD & ADD	COLLECT
DATE SHIPPED	SHIP VIA			F.O.B.			
QUANTITY	DESCRIPTION			PRICE	PER	AMOUNT	
	Labor supplied for week ending 9-2-79   Mechanic Wages \$135.00 <i>for</i>  <del>\$</del> 135.00 10-17-79 # 5962					\$135.00	





311 Turner Street • Utica, NY 13501 • Phone 315/733-4611 • FAX 315/733-8287

March 12, 1990

Bank of Utica  
222 Genesee Street  
Utica, NY 13502

ATTN: Jane H. Wood, Supervision  
Checking Accounts Dept.

RE: Monthly Charges on Gaetano Account

Dear Jane:

Thank you for the analysis sheets recently mailed to William C. Gaetano.

After reviewing these sheets, I noticed that two Gaetano accounts were not included; Charles A. Gaetano, d/b/a C.G. PROPERTIES, A/C #04-9551, and Charles A. Gaetano, d/b/a GENCABLE INDUSTRIAL CENTER, A/C #02-5684.

Please return these two accounts to the Gaetano group of major-minor accounts. Please continue to calculate the monthly service charge on the entire group of Gaetano accounts. We would appreciate you designating the Charles A. Gaetano, d/b/a C. G. PROPERTIES, A/C #04-9551 as the major account.

Thank you for your cooperation in this matter.

Very truly yours,

CHARLES A. GAETANO CONSTRUCTION CORPORATION

John N. Kinney  
Controller

JNK:bh

533067





For All the Commitments You Make®

CNA Plaza

Chicago, Illinois 60685

UNIVERSAL SECURITY ELITE AMENDED COVERAGE SUMMARY  
INSURANCE PROVIDED BY TRANSPORTATION INS. CO.  
(PAGE 3 OF 3)

NAMED INSURED: CHARLES A & CORNELIA GAETANO  
311 TURNER ST  
UTICA, NY 13501

AGENT: ROBERT J HANAFIN INC  
204 WASHINGTON AVE.  
ENDICOTT NY 13760  
PHONE: 607-754-3500

POLICY NUMBER: US 805971419

POLICY PERIOD: 04/15/91 TO 04/15/92  
12:01 AM STANDARD TIME

CONTINUED FROM PREVIOUS PAGE:

SUMMARY OF ALL USP PREMIUMS

RESIDENCE TERR FIRE DEPT MILES PC FT/HYD CONST YR PREMIUM

1. 82 UTICA 3 03 500 MASONRY 35  
PROPERTY \$ 2,572  
EXCESS LIABILITY \$ 67

2. 53 FORESTPORT 5 09 1001 FRAME 67  
PROPERTY \$ 623  
EXCESS LIABILITY \$ 13

WORKER'S COMPENSATION \$ 3

VEHICLES TERR SYM SEX M/S

1. 82 13 M 2  
LIABILITY \$ 141  
EXCESS LIABILITY \$ 32  
OTHER THAN COLLISION \$ 88  
COLLISION \$ 210  
PERSONAL INJURY PROTECTION \$ 35  
ADDITIONAL PERSONAL INJURY PROTECTION \$ 21

2. 82 11 F 2  
LIABILITY \$ 156  
EXCESS LIABILITY \$ 36  
OTHER THAN COLLISION \$ 107  
COLLISION \$ 232  
PERSONAL INJURY PROTECTION \$ 32  
ADDITIONAL PERSONAL INJURY PROTECTION \$ 21

UM/UIM PREMIUM FOR ALL VEHICLES \$ 86

TOTAL FOR ALL EXPOSURES \$ 4,475

CNA'S PERSONAL INSURANCE ... CONTINUING OUR COMMITMENT TO GIVE YOU THE  
MOST COMPREHENSIVE COVERAGE AT THE BEST POSSIBLE PRICE.

FOR ALL YOUR INSURANCE NEEDS, CONTACT YOUR INDEPENDENT CNA AGENT.

G-88205-A (Ed. 7/83)

SP DEC 018283557 (01)

*Thomas R. Jolani*  
Corporate Secretary

*Ex Notha*  
Chairman of the Board

I 0403



**NEW YORK STATE INSURANCE IDENTIFICATION CARD**  
**COMPANY 343      TRANSPORTATION INSURANCE CO.**  
**CODE**

An authorized NEW YORK insurer has issued an Owner's Policy of Liability Insurance complying with Article 6 (Motor Vehicle Financial Security Act) of the NEW YORK Vehicle and Traffic Law to:

**CHARLES A & CORNELIA GAETANO**  
**311 TURNER ST**  
**UTICA, NY 13501**

POLICY NUMBER  
**US 805971419**

EFFECTIVE DATE

**04/15/91**

EXPIRATION DATE

**04/15/92**

Office Issuing this card

**READING, PA.**

Applicable with respect to the following Motor Vehicle.

**89**

**JEEP WAGONEER**

**1J4GS5878KP109124**

Year

Make

G-33347-B **080-034184 RENEWAL DEC**

Vehicle Identification Number

**SEE IMPORTANT MESSAGE ON REVERSE SIDE**

*James D. Pann*  
Authorized Representative

**NEW YORK STATE INSURANCE IDENTIFICATION CARD**  
**COMPANY 343 TRANSPORTATION INSURANCE CO.**

\* CODE

An authorized NEW YORK insurer has issued an Owner's Policy of Liability Insurance complying with Article 6 (Motor Vehicle Financial Security Act) of the NEW YORK Vehicle and Traffic Law to:

**CHARLES A & CORNELIA GAETANO**  
**311 TURNER ST**  
**UTICA, NY 13501**

Applicable with respect to the following Motor Vehicle.

POLICY NUMBER  
**US 805971419**

EFFECTIVE DATE

**04/15/91**

EXPIRATION DATE

**04/15/92**

Office Issuing this card

**READING, PA.****90****LINC CONT SIGN****1LNCM9849LY770700**

Year

Make

**G-33347-B 080-034184 RENEWAL DEC**

Vehicle Identification Number

*James D. Penn***SEE IMPORTANT MESSAGE ON REVERSE SIDE**

Authorized Representative



All the Commitments You Make

CNA Plaza  
Chicago, Illinois 60685

UNIVERSAL SECURITY ELITE AMENDED COVERAGE SUMMARY  
INSURANCE PROVIDED BY TRANSPORTATION INS. CO.  
(PAGE 1 OF 3)

NAMED INSURED: CHARLES A & CORNELIA GAETANO  
311 TURNER ST  
UTICA, NY 13501

*rec'd 4/9/91*

AGENT: ROBERT J HANAFIN INC  
204 WASHINGTON AVE.  
ENDICOTT NY 13760  
PHONE: 607-754-3500

CHARLES A & CORNELIA GAETANO  
311 TURNER ST  
UTICA, NY 13501

POLICY NUMBER: US 805971419

POLICY PERIOD: 04/15/91 TO 04/15/92  
12:01 AM STANDARD TIME

COVERAGE

LIMIT DEDUCTIBLE

LIABILITY

PERSONAL LIABILITY	\$ 500,000	NONE
OPTIONAL EXCESS LIABILITY	\$4,500,000	\$ 500,000
\$50,000 DED APPLIES TO LOSS ASSESSMENT		
MEDICAL EXPENSE	\$ 5,000	NONE
UNINSURED/UNDERINSURED MOTORISTS	\$ 500,000	NONE
PERSONAL INJURY PROTECTION	PER ENDORSEMENT	NONE

PROPERTY

REAL PROPERTY AND TANGIBLE PERSONAL PROPERTY

RESIDENCE 1	\$1,382,000	\$ 250
RESIDENCE 2	\$ 224,000	\$ 250

THE LIMIT(S) SHOWN REPRESENT(S) 200%  
OF THE CALCULATED DWELLING REPLACEMENT  
VALUE(S) OF:

\$ 691,000--RESIDENCE 1

\$ 112,000--RESIDENCE 2

THE LIMIT SHOWN IS THE TOTAL AMOUNT OF  
INSURANCE FOR YOUR DWELLING, TANGIBLE  
PERSONAL PROPERTY AND OTHER STRUCTURES

MOTOR VEHICLES

OTHER THAN COLLISION FOR VEH 1 & 2	ACTUAL CASH VALUE	\$ 50
COLLISION FOR VEH 1 & 2	ACTUAL CASH VALUE	\$ 200

ALL COVERAGES ARE SUBJECT TO THE ACTUAL PROVISIONS OF THE POLICY

SUBJECT TO THE FOLLOWING FORMS AND ENDORSEMENTS:

G-15070-B (11-89), G-15290-A (05-90), G-42324-D (09-89),  
G-42326-A (11-84), G-42327-A (01-84), G-42328-C (02-89),  
G-42340-B (12-86), G-43182-A (06-88), G-44660-B (09-89),  
G-54426-A (02-85)

G-42347-A (03-86), G-56043-A (01-86)

YOUR UNIVERSAL SECURITY POLICY HAS BEEN GIVEN:

APPLICABLE TO PROPERTY:

A PROTECTIVE DEVICE DISCOUNT

A RENEWAL DISCOUNT

APPLICABLE TO MOTOR VEHICLES:

A LOSS FREE DISCOUNT

A MULTIPLE CAR DISCOUNT

A PASSIVE RESTRAINT DISCOUNT

G-98205-A (Ed. 7/83)  
USP DEC 018283557 (01)

*Thomas P. J. J.*  
Corporate Secretary

*E. J. Notha*  
Chairman of the Board



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CNA Plaza  
Chicago, Illinois 60685

UNIVERSAL SECURITY ELITE AMENDED COVERAGE SUMMARY  
INSURANCE PROVIDED BY TRANSPORTATION INS. CO.

(PAGE 2 OF 3)

NAMED INSURED: CHARLES A & CORNELIA GAETANO  
311 TURNER ST  
UTICA, NY 13501

AGENT: ROBERT J HANAFIN INC  
204 WASHINGTON AVE.  
ENDICOTT NY 13760  
PHONE: 607-754-3500

POLICY NUMBER: US 805971419

POLICY PERIOD: 04/15/91 TO 04/15/92  
12:01 AM STANDARD TIME

CONTINUED FROM PREVIOUS PAGE:

REASON AMENDED:

CHANGE DRIVER INFORMATION

RESIDENCE DESCRIPTION

1. 1113 PARKWAY EAST	UTICA	NY	13501
2. WHITE LAKE RD	FORESTPORT	NY	13338

DESCRIPTION OF  
VEHICLES

VIN/SERIAL NUMBER

DRIVER  
NUMBER

1. 89 JEEP WAGONEER	1J4GS5878KP109124	01
2. 90 LINC CONT SIGN	1LNCM9849LY770700	02

DRIVER(S)

1. CHARLES A GAETANO	2. CORNELIA H GAETANO
----------------------	-----------------------

CLASS CODES: VEH 1 802120 VEH 2 801120

INTERESTED PARTIES

LIENHOLDER VEH 1 CHRYSLER CR CORP  
P O BOX 15014  
ALBANY, NY 12212

SPECIAL INFORMATION

THIS COVERAGE SUMMARY IS PART OF THE POLICY

CHANGE TO ANNUAL PREMIUM (+) \$	24
REVISED ANNUAL POLICY PREMIUM \$	4,475
ADDITIONAL PREMIUM FOR COVERAGES FROM 04/15/91-04/15/92 \$	24

G-88206-A (Ed. 7/83)

SP DEC 018283557 (01)

*Handwritten signature*  
Corporate Secretary

*Handwritten signature*  
Chairman of the Board

I 0403



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CNA Plaza  
Chicago, Illinois 60685

UNIVERSAL SECURITY ELITE RENEWAL COVERAGE SUMMARY  
INSURANCE PROVIDED BY TRANSPORTATION INS. CO.  
(PAGE 1 OF 5)

NAMED INSURED: CHARLES A & CORNELIA GAETANO  
311 TURNER ST  
UTICA, NY 13501

AGENT: ROBERT J HANAFIN INC  
204 WASHINGTON AVE.  
ENDICOTT NY 13760  
PHONE: 607-754-3500

CHARLES A & CORNELIA GAETANO  
311 TURNER ST  
UTICA, NY 13501

POLICY NUMBER: US 805971419

POLICY PERIOD: 04/15/91 TO 04/15/92  
12:01 AM STANDARD TIME

UNIVERSAL SECURITY ELITE POLICY BILLING SCHEDULE

PREPARED 02/22/91

PAYOR - CHARLES A & CORNELIA GAETANO

ACTIVITY	EFFECTIVE	PREMIUM	DUE DATE	STATUS	AMOUNT
RENEWAL POLICY	04/15/91	\$ 4451.00			
1ST INSTALLMENT			04/15/91		\$ 1112.75
2ND INSTALLMENT			07/15/91		\$ 1112.75
3RD INSTALLMENT			10/15/91		\$ 1112.75
4TH INSTALLMENT			01/15/92		\$ 1112.75

CHARGES/CREDITS: ....\$ 4451.00

CURRENT BALANCE: .....\$ 4451.00

INSURED'S INFORMATION:

THE TOTAL USP RENEWAL PREMIUM IS \$4,451.00. THE PREMIUM HAS BEEN ESTABLISHED ON THE FOUR-PAY QUARTERLY PAYMENT PLAN.

TO PAY IN QUARTERLY INSTALLMENTS, THE MINIMUM AMOUNT DUE IS \$1,114.75, WHICH INCLUDES A \$2.00 INSTALLMENT CHARGE.

TO PAY IN FULL, THE TOTAL AMOUNT DUE IS \$4,451.00.

THANK YOU FOR RENEWING YOUR POLICY WITH CNA.

G-88205-A (Ed. 7/83)

SP DEC 018283557

*James R. J. J.*  
Corporate Secretary

*E. J. M. M.*  
Chairman of the Board

I 0222



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CNA Plaza  
Chicago, Illinois 60685

UNIVERSAL SECURITY ELITE RENEWAL COVERAGE SUMMARY  
INSURANCE PROVIDED BY TRANSPORTATION INS. CO.  
(PAGE 2 OF 5)

NAMED INSURED: CHARLES A & CORNELIA GAETANO  
311 TURNER ST  
UTICA, NY 13501

AGENT: ROBERT J HANAFIN INC  
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ENDICOTT NY 13760  
PHONE: 607-754-3500

POLICY NUMBER: US 805971419

POLICY PERIOD: 04/15/91 TO 04/15/92  
12:01 AM STANDARD TIME

CONTINUED FROM PREVIOUS PAGE:

COVERAGE	LIMIT	DEDUCTIBLE
<b>LIABILITY</b>		
PERSONAL LIABILITY	\$ 500,000	NONE
OPTIONAL EXCESS LIABILITY	\$4,500,000	\$ 500,000
\$50,000 DED APPLIES TO LOSS ASSESSMENT		
MEDICAL EXPENSE	\$ 5,000	NONE
UNINSURED/UNDERINSURED MOTORISTS	\$ 500,000	NONE
PERSONAL INJURY PROTECTION	PER ENDORSEMENT	NONE

**PROPERTY**

**REAL PROPERTY AND TANGIBLE PERSONAL PROPERTY**

RESIDENCE 1	\$1,382,000	\$	250
RESIDENCE 2	\$ 224,000	\$	250

THE LIMIT(S) SHOWN REPRESENT(S) 200%  
OF THE CALCULATED DWELLING REPLACEMENT  
VALUE(S) OF:

\$ 691,000--RESIDENCE 1

\$ 112,000--RESIDENCE 2

THE LIMIT SHOWN IS THE TOTAL AMOUNT OF  
INSURANCE FOR YOUR DWELLING, TANGIBLE  
PERSONAL PROPERTY AND OTHER STRUCTURES

**MOTOR VEHICLES**

OTHER THAN COLLISION FOR VEH 1 & 2	ACTUAL CASH VALUE	\$	50
COLLISION FOR VEH 1 & 2	ACTUAL CASH VALUE	\$	200

ALL COVERAGES ARE SUBJECT TO THE ACTUAL PROVISIONS OF THE POLICY

**SUBJECT TO THE FOLLOWING FORMS AND ENDORSEMENTS:**

\*G-15070-B (11-89), \*G-15290-A (05-90), \*G-42324-D (09-89),  
\*G-44660-B (09-89), G-42326-A (11-84), G-42327-A (01-84),  
G-42328-C (02-89), G-42340-B (12-86), G-43182-A (06-88),  
G-54426-A (02-85)

G-42347-A (03-86), G-56043-A (01-86)

G-88205-A (Ed. 7/83)

SP DEC 018283557

*Thomas R. J. J.*  
Corporate Secretary

*E. J. Moha*  
Chairman of the Board

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Chicago, Illinois 60685

UNIVERSAL SECURITY ELITE RENEWAL COVERAGE SUMMARY  
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(PAGE 3 OF 5)

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AGENT: ROBERT J HANAFIN INC  
204 WASHINGTON AVE.  
ENDICOTT NY 13760  
PHONE: 607-754-3500

POLICY NUMBER: US 805971419

POLICY PERIOD: 04/15/91 TO 04/15/92  
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CONTINUED FROM PREVIOUS PAGE:

PLEASE READ THE ATTACHED IMPORTANT NOTICES CONCERNING YOUR POLICY:

*AG-43912-A (10-88)	FIRE EXTINGUISHER NOTICE
*G-15092-B (11-89)	FAIR RENTAL VALUE NOTICE
*G-15219-A	APPRECIATION LETTER
*G-15371-A (03-90)	HOW TO USE VEHICLE I.D. CARDS
*G-16226-A (06-90)	NOTICE OF POLICY CHANGES
*G-16233-A (06-90)	CHANGES TO YOUR BOAT COVERAGE
*G-16252-A (06-90)	FOR OUR USP ELITE POLICYHOLDERS
*G-16345-A (10-90)	NOTICE OF OTC/COLL DED AND FCG
*G-42346-C (08-90)	RATING INFORMATION NOTICE
*G-53624-B31 (11-87)	MOTOR VEHICLE OPERATORS NOTICE
*G-58207-B (11-89)	MOTOR VEHICLE ACCIDENT PREVENTION COURSE DISCOUNT

THE FORMS WITH AN ASTERISK REFLECT REVISED OR NEW FORMS INCLUDED WITH THIS COVERAGE SUMMARY

YOUR UNIVERSAL SECURITY POLICY HAS BEEN GIVEN:

APPLICABLE TO PROPERTY:

A PROTECTIVE DEVICE DISCOUNT                      A RENEWAL DISCOUNT

APPLICABLE TO MOTOR VEHICLES:

A LOSS FREE DISCOUNT                      A MULTIPLE CAR DISCOUNT  
A PASSIVE RESTRAINT DISCOUNT

RESIDENCE DESCRIPTION

1. 1113 PARKWAY EAST	UTICA	NY	13501
2. WHITE LAKE RD	FORESTPORT	NY	13338

DESCRIPTION OF VEHICLES

VIN/SERIAL NUMBER

DRIVER NUMBER

1. 89 JEEP WAGONEER	1J4GS5878KP109124	01
2. 90 LINC CONT SIGN	1LNCM9849LY770700	02

DRIVER(S)

1. CHARLES A GAETANO                      2. CORNELIA H GAETANO

CLASS CODES: VEH 1 802120 VEH 2 801120

INTERESTED PARTIES

LIENHOLDER VEH 1

CHRYSLER CR CORP  
P O BOX 15014  
ALBANY, NY 12212

USP DEC 018283557

G-88205-A (Ed. 7/83)

*Thomas R. Schick*  
Corporate Secretary

*E. J. Mohr*  
Chairman of the Board

I 0222



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12:01 AM STANDARD TIME

CONTINUED FROM PREVIOUS PAGE:

SPECIAL INFORMATION

THIS COVERAGE SUMMARY IS PART OF THE POLICY

TOTAL POLICY PREMIUM \$ 4,451

G-88205-A (Ed. 7/83)

SP DEC 018283557

  
Corporate Secretary

  
Chairman of the Board

I 0222





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UNIVERSAL SECURITY ELITE RENEWAL COVERAGE SUMMARY  
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POLICY PERIOD: 04/15/91 TO 04/15/92  
12:01 AM STANDARD TIME

CONTINUED FROM PREVIOUS PAGE:

SUMMARY OF ALL USP PREMIUMS

RESIDENCE	TERR	FIRE DEPT	MILES	PC	FT/HYD	CONST	YR	PREMIUM
1. PROPERTY	82	UTICA	3	03	500	MASONRY	35	\$ 2,572
EXCESS LIABILITY								\$ 67
2. PROPERTY	53	FORESTPORT	5	09	1001	FRAME	67	\$ 623
EXCESS LIABILITY								\$ 13
WORKER'S COMPENSATION								\$ 3
VEHICLES	TERR	SYM	SEX	M/S				
1. LIABILITY	82	13	M	2				\$ 135
EXCESS LIABILITY								\$ 30
OTHER THAN COLLISION								\$ 83
COLLISION								\$ 200
PERSONAL INJURY PROTECTION								\$ 34
ADDITIONAL PERSONAL INJURY PROTECTION								\$ 21
2. LIABILITY	82	11	F	2				\$ 156
EXCESS LIABILITY								\$ 36
OTHER THAN COLLISION								\$ 107
COLLISION								\$ 232
PERSONAL INJURY PROTECTION								\$ 32
ADDITIONAL PERSONAL INJURY PROTECTION								\$ 21
UM/UIM PREMIUM FOR ALL VEHICLES								\$ 86

TOTAL FOR ALL EXPOSURES \$ 4,451

CNA'S PERSONAL INSURANCE .... CONTINUING OUR COMMITMENT TO GIVE YOU THE MOST COMPREHENSIVE COVERAGE AT THE BEST POSSIBLE PRICE.

FOR ALL YOUR INSURANCE NEEDS, CONTACT YOUR INDEPENDENT CNA AGENT.

G-88205-A (Ed. 7/83)

USP DEC 018283557

*Handwritten signature*  
Corporate Secretary

*Handwritten signature*  
Chairman of the Board

I 0222

**UNIVERSAL SECURITY POLICY  
FAIR RENTAL VALUE PROVISION AMENDMENT**

**Additional Property Coverages**

Elite and Deluxe Provision 3. **Fair Rental Value** is deleted and replaced by the following:

3. **Fair Rental Value.** If a covered loss makes that part of the *residence premises* or dwellings of four families or fewer rented to others that are shown in the coverage summary uninhabitable, we cover its fair rental value, less any expenses that do not continue. Payment is for the shortest time required to repair or replace the damaged portion of the rented premises. This period of time is not limited by expiration of this policy. We do not cover the loss or expense due to cancellation of a lease or agreement.

Special Provision 2. **Fair Rental Value** is deleted and replaced by the following:

2. **Fair Rental Value.** If a covered loss makes that part of the *residence premises* or dwellings of four families or fewer rented to others that are shown in the coverage summary uninhabitable, we cover its fair rental value, less any expenses that do not continue, up to a maximum of 20% of the dwelling replacement value. Payment is for the shortest time required to repair or replace the damaged portion of the rented premises. This period of time is not limited by expiration of this policy. We do not cover the loss or expense due to cancellation of a lease or agreement.

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**UNIVERSAL SECURITY POLICY  
BOAT  
AMENDATORY ENDORSEMENT**

THE FOLLOWING ONLY AMENDS COVERAGES PROVIDED TO BOATS UNDER THE UNIVERSAL SECURITY POLICY:

**PROPERTY COVERAGE**

**Property Special Limits**

The following provision is added to Category 3:

The limit of liability for *tangible personal property* used in *business*, while located on board your covered *boat*, or while being loaded or unloaded is increased to:

- \$5,000 for USP Elite and Deluxe policies; and
- \$2,500 for USP Special.

**ADDITIONAL PROPERTY COVERAGE**

The following is added to this section:

**Tangible Personal Property On Your Covered Boats**

- A. At your request, we will pay up to \$3,000 for loss or damage to *tangible personal property* owned or used by any guest or unpaid crew member, while the property is on board your covered *boat* or while being loaded or unloaded.
- B. For USP Deluxe and Special policies, we will pay up to \$3,000 for loss or damage to *tangible personal property* owned or used by any *covered person* while the property is on board your covered *boat* or while being loaded or unloaded.

Coverage for A. and B. above applies for direct physical loss, however, the following types of losses are excluded:

1. Losses listed in the "Property Losses We Do Not Cover" section;
2. Losses listed in the "Things We Do Not Cover" section;
3. Loss as a result of mysterious disappearance; and
4. Loss to money, jewelry, precious and semi-precious stones, gold, goldware, silver, silverware, platinum, traveler's checks, valuable papers, watches, furs, fine arts or computer software and hardware.

The above liability limits for *tangible personal property* do not increase, nor are they in addition to the combined total limit of liability shown in the coverage summary for *real property* and *tangible personal property*.

Note: Coverage afforded under subsection B. above is provided automatically in the USP Elite policy.

Debris Removal - Item 5. in the Elite and Deluxe policies, and Item 4. in the Special policy - is deleted and replaced by the following provision:

**Protection or Recovery Expense**

1. We will pay your reasonable expenses for removal, disposal or the marking of the wreck of your covered *boat*.
2. We will also pay any reasonable costs incurred by you for necessary repairs made solely to protect your covered *boat* from further damage.

3. These expenses are included in the limit of liability that applies to your damaged property. If the amount to be paid for the actual damage plus any removal or protection expenses is more than the limit of liability for the damaged property, an additional 5% of that limit of liability is available for removal/protection expense.

The following is added for USP Elite and Deluxe only.

#### **Emergency Service**

We will pay up to \$750 under the Elite and \$250 under the Deluxe policies, for the reasonable expense you incur resulting from the following emergency services to your covered **boat**.

- a. Mechanical labor at the place of its breakdown;
- b. Towing to the nearest garage, marina, service station or other service point where necessary repairs can be made;
- c. Towing it out if it is stuck;
- d. Delivery of fuel, oil, battery, or change of tire.

Note: We will only pay the charge(s) for delivery, not the cost of the items themselves.

No deductible applies to Emergency Service coverage.

#### **PROPERTY LOSSES WE DO NOT COVER**

Exclusion 3. in USP Elite, and Exclusion 2. in USP Deluxe and Special is deleted.

The following exclusion is added to this section:

Damage from freezing or overheating of machinery and plumbing, unless you have used reasonable care to protect your covered **boat** and its equipment.

#### **LIABILITY COVERAGE**

##### **ADDITIONAL LIABILITY COVERAGES**

2. **Bail Bonds** is amended as follows:

2. **Bail Bonds.** We will pay on behalf of you or any **covered person**, the cost of bail bonds required because of an **accident**, including related traffic law violations. The **accident** must result in **bodily injury** or **property damage** covered under this policy.

Provision 4. **Federal Compensation** is deleted, and replaced by the following:

4. **Longshore and Harbor Workers' Compensation**

We will pay the amounts for which you are liable, under the provisions of the Longshore and Harbor Workers' Compensation Act, U.S. Code 1982 Title 33 Section 901, resulting from the ownership, maintenance or use of your covered **boat**.

We will fully comply with, but not exceed, the conditions of this Act including any changes that become effective during the policy period. Insolvency or bankruptcy of you, the employer, shall not relieve us from payment of compensation for disability or death sustained by an employee during the life of this contract.

## **MEDICAL EXPENSE COVERAGE**

The following provisions are added:

Medical expense also applies:

5. If sustained by any person while being towed on water-skis by your covered *boat*.
6. If sustained by you or any *covered person*, while in the water, if struck by any *boat*.

## **UNINSURED/UNDERINSURED MOTORIST COVERAGE**

The following sentence; "The *accident* must occur, and suit must be brought in the United States of America, its territories or Canada." is deleted and replaced by the following:

This coverage applies only while your covered *boat* is within 50 miles of the mainland shoreline of the continental United States of America, Alaska or Canada and their respective inland waterways, or the Gulf of California North of 30 degrees North Latitude. The suit must be brought in the United States of America or Canada.

The following policy limits are the most we will pay for any one *boat accident*, regardless of the number of *boats* insured by this or any other policy:

- \$20,000 is the limit of liability under the Elite policy.
- \$15,000 is the limit of liability under the Deluxe policy.
- \$10,000 is the limit of liability under the Special policy.

## **LIABILITY, UNINSURED/UNDERINSURED MOTORISTS AND MEDICAL EXPENSE LOSSES WE DO NOT COVER**

The following exclusion is added to this section:

We do not provide coverage for *bodily injury* or *property damage* arising out of para-sailing, kite-skiing or similar devices which cause one to become airborne while being towed by a *boat*.

## **THINGS WE DO NOT COVER**

Provision 8. **Racing.** This exclusion is amended as follows:

The last sentence of this provision, "This exclusion does not apply to insured sailboats," is deleted and replaced by the following:

This exclusion does not apply to sailing vessels, with or without auxiliary power, or to predicted log cruises.

Provision 11. **Chartered Boats**, is retitled "Prohibited Boat Usage."

## **HOW WE SETTLE LIABILITY CLAIMS AND WHAT YOU MUST DO**

### **3. Your Duties After Loss**

In provision d., the sentence "This does not apply to first aid to others." is deleted and replaced by the following:

This does not apply to first aid to others, nor does it apply to expenses incurred to protect the property from further loss.

## OTHER PROVISIONS YOU AND WE AGREE TO

### 4. Subrogation

The second paragraph is deleted and replaced by the following:

However, our rights under this provision do not apply under "**Property Coverage - Boats**," against any person using your covered **boat**, with a reasonable belief that that person is entitled to do so.

The fourth paragraph is deleted and replaced by the following:

With respect to any **boat** to which this policy applies, any person that we make payment to under this policy that recovers damages from another shall hold in trust for us any proceeds from the recovery, and reimburse us to the extent of our payment.

### 8. Other Insurance

Provision c. is deleted and replaced by the following:

- c. Any insurance we provide with respect to a **boat** that you do not own, or any **boat** used as a temporary substitute for a **boat** you own, shall be excess over any other collectible sources.

### 9. Policy Period and Territory

Provision b.(2) is deleted.

## DEFINITIONS

"**Covered Person(s)**" (Definition 7. in USP Elite and Deluxe, and Definition 6. in USP Special) is deleted and replaced by the following:

"**Covered Person(s)**" means you and the following residents of your household:

- a. Your **family members**;
- b. Any other person under the age of 21 who is in the care of any person named above;

Under "**Personal Liability Coverage**," "**Additional Liability Coverages**, provisions 2, 4 and 7," "**Medical Expense Coverage**," "**Uninsured/Underinsured Motorist Coverage**," **covered person** also means:

- c. With respect to **boats** to which this policy applies, any person or organization legally responsible for these **boats** which are owned by or in the care of you or any person included in a. or b. above. A person or organization using or having custody of these **boats** in the course of any **business** or without consent of the owner is not a **covered person**,
- d. any other person using or **occupying** your **boat**, if there is a reasonable belief that person was permitted to use it.

All other provisions of this policy apply.



For All the Commitments You Make®

## UNIVERSAL SECURITY POLICY AMENDMENT OF POLICY PROVISIONS-NEW YORK

### YOUR GUARANTEE TO US

The second through fourth sentences of this provision are replaced by the following:

We do not provide coverage for any **covered person**, whether before or after a loss, who has:

- a. Intentionally concealed or misrepresented any material fact or circumstance; or
- b. Engaged in fraudulent conduct relating to this insurance.

The Coverage Summary forms a part of this contract between you and us.

### PROPERTY COVERAGE--MOTOR VEHICLES

The following provision:

"We will also cover non-owned substitutes for your **motor vehicles** when they are withdrawn from use for service or repair."

is deleted and replaced by:

"We will also cover non-owned substitutes for your **motor vehicles** when they are withdrawn from use because of breakdown; repair; servicing; loss; or destruction."

However, non-owned substitutes does not include any **automobile** or trailer which is:

1. Owned by and registered to a person engaged in the business of renting or leasing vehicles; and
2. Rented or leased, without a driver, to you or any **family member**.

The following exception to the definition of "non-owned auto" is added.

"Non-owned auto" does not include:

Any vehicle which is owned by and registered to a person engaged in the business of renting or leasing vehicles and which is rented or leased, without a driver, to you or any **family member**.

The following provisions are added and apply in place of any conflicting policy provision:

#### A. MANDATORY INSPECTION

1. We have the right to inspect any:

- a. Private passenger auto; or
- b. Pickup or van;

which you insure or intend to insure for **MOTOR VEHICLES** coverage under this policy. This right applies only to the extent authorized by Regulation 79, as amended.

2. We do not provide **MOTOR VEHICLES** coverage for any additional or replacement vehicle you acquire until after you:
  - a. Notify us; and
  - b. Request coverage for that vehicle.

However, this provision (A.2.) does not apply to a replacement vehicle for the 3 day period beginning on the date you become the owner if:

- a. You acquire the vehicle during the policy period; and
- b. We provide **MOTOR VEHICLES** coverage on the vehicle you replaced for at least 12 months prior to the date of replacement.

For each of the following which falls within the 3 day period, we will extend the period 1 day:

- a. Saturday;
- b. Sunday; or
- c. Legal holiday.

3. When we require an inspection you must:

- a. Cooperate; and
- b. Make the vehicle available for the inspection.

## **B. AUTO REPAIRS**

When there is a loss to your **automobile** covered under **PROPERTY COVERAGE--MOTOR VEHICLES**, we:

1. May not:
  - a. Condition payment on repair;
  - b. Recommend, unless you request us to, nor require that repairs be made by a particular repair shop or concern. For loss confined solely to window glass, we may recommend or suggest a repair shop; and
2. Are entitled to the following:
  - a. A completed "Certification of Auto Repairs".
  - b. An itemized repair bill prepared by the repairer, if your covered **automobile** is repaired; and
  - c. An inspection of your covered **automobile** whether or not you have it repaired.

## **C. RECOVERY OF STOLEN OR ABANDONED AUTOS**

We have the right to take custody of your covered **automobile** for safekeeping when:

1. It is stolen or abandoned; and
2. We find out where it is.

## **D. WAIVER OF COLLISION DEDUCTIBLE**

When there is a loss to your covered **automobile** insured for Collision Coverage, no deductible will apply if the loss was caused by a "collision" with another auto insured by us.

## **E. PAYMENT OF LOSS**

We may pay for loss or the cost to repair, or replace the damaged or stolen property. We may, at our expense, return any stolen or damaged property to:

1. You; or
2. The address shown in this policy.

If we return stolen property, we will pay for any damage resulting from the loss. We may keep at an agreed or appraised value all or part of:

1. The stolen property; or
2. Property we determine to be a total loss or a constructive total loss.

When there is a loss to your covered **automobile** under this Part, we may not recommend, unless you request us to, nor require that repairs be made by, a particular repair shop or concern.



## ADDITIONAL PROPERTY COVERAGES

With reference to the following coverages:

**Mortgage Extra Expense.** Item 1. in the Elite and Deluxe policies.

**Additional Living Expense.** Item 2. in the Elite and Deluxe policies; Item 1 in the Special policy.

**Fair Rental Value.** Item 3. in the Elite and Deluxe policies; Item 2. in the Special policy.

**Civil Authority.** Item 4. in the Elite and Deluxe policies; Item 3. in the Special policy.

**Debris Removal.** Item 5. in the Elite and Deluxe policies; Item 4. in the Special policy. The \$500 limit for tree removal.

**Cost of Temporary Repairs.** Item 6. in the Elite and Deluxe policies; Item 5. in the Special policy.

**Building Ordinance Increased Costs.** Item 7. in the Elite and Deluxe policies.

**Personal Home Computer and Data Records Coverage.** Item 9. in the Elite and Deluxe policies. The \$1,000 limit for data recreation.

**Rental Reimbursement.** Item 8. in the Elite and Deluxe Policies.

**Reward Coverage.** Item 10. in the Elite and Deluxe policies.

**Fire Department Service Charge.** Item 11. in the Elite and Deluxe policies; Item 6. in the Special policy.

**Loss Assessment.** Item 14. in the Elite and Deluxe policies; Item 9. in the Special policy. The stated limit is the most we will pay with respect to any one loss, regardless of the number of assessments.

**Towing.** Item 15. in the Elite and Deluxe policies; Item 10. in the Special policy.

**Refrigerated Products.** Item 16. in the Elite and Deluxe policies, Item 11. in the Special policy.

**Trees and Shrubs.** Item 18. in the Elite and Deluxe policies, Item 13. in the Special policy.

**Substitute Transportation.** Item 19. in the Elite and Deluxe policies.

The limits specified in these provisions are in addition to the policy limit of liability.

## PROPERTY LOSSES WE DO NOT COVER

For *real property* and *tangible personal property*, the statement:

"The following types of losses are excluded:"

is deleted and the following substituted:

We do not insure for loss caused directly or indirectly by any of the following. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss.

Exclusions 1-4, 5.e & f in the Elite contract and Exclusions 1-3, 4.e & f in the Deluxe and Special contracts apply to *real property, tangible personal property* and *boats*.

Exclusions 5.a-d & g, in the Elite contract and Exclusions 4.a-d & g in the Deluxe and Special contracts apply to *real property, tangible personal property, motor vehicles* and *boats*.

Exclusions 6-12 and 14. in the Elite contract and Exclusions 5-11 and 13. in the Deluxe and Special contracts apply to *real property* and *tangible personal property* only.

Exclusion 14. in the Elite contract and Exclusion 13. in the Deluxe and Special contracts apply to **real property, tangible personal property, motor vehicles and boats.**

Item 6. **Earth Movement** is deleted and the following substituted:

6. **Earth Movement.** Meaning any loss caused by, resulting from, contributed to or aggravated by earthquake; landslide; mudflow; earth sinking, rising or shifting; volcanic eruption meaning the eruption, explosion or effusion of a volcano; unless direct loss by:

1. Fire;
2. Explosion other than the explosion of a volcano; or
3. Breakage of glass or safety glazing material;

ensues and then we will pay only for the ensuing loss.

This exclusion does not apply to loss by theft.

## PERSONAL LIABILITY COVERAGE

The following amendment is added to the first paragraph:

In addition to our limit of liability, we will pay all defense costs we incur.

The following amendment applies to **motor vehicles** only.

A. If the limit of liability shown in the Coverage Summary is equal to or greater than \$200,000, the second paragraph is replaced by the following:

The Personal Liability limit shown in the coverage summary is our maximum limit of liability for all damages, resulting from any one auto **accident**. We will apply the limit of liability to first provide the separate limits required by the laws of New York for:

1. **Bodily injury** not resulting in death of any one person in any one auto **accident**;
2. **Bodily injury** not resulting in death of two or more people in any one auto **accident**; and
3. **Bodily injury** resulting in death of any one person in any one auto **accident**;
4. **Bodily injury** resulting in death of two or more people in any one auto **accident**; and
5. **Property damage** in any one auto **accident**.

This provision will not change our total limit or liability. This is the most we will pay regardless of the number of:

1. **Covered persons**;
2. Claims made;
3. **Motor vehicles** or premiums shown in the Coverage Summary; or
4. **Motor vehicles** involved in the auto **accident**.

B. If the limit of liability shown in the Coverage Summary is less than \$200,000, the second paragraph is replaced by the following:

The Personal Liability Limit shown in the Coverage Summary for this coverage is our maximum limit of liability for all damages resulting from any one auto **accident**, except those damages for **bodily injury** resulting in death. We will apply the limit of liability to first provide the separate limits required by the laws of New York for:

1. **Bodily injury** not resulting in death of any one person in any one auto **accident**;
2. **Bodily injury** not resulting in death of two or more people in any one auto **accident**; and
3. **Property damage** in any one auto **accident**.

This provision will not change our total limit or liability.

In addition, our limit of liability for **bodily injury** resulting in death is as follows:

1. Up to \$50,000 for **bodily injury** resulting in death of any one person in any one auto **accident** and

2. Up to \$100,000 for ***bodily injury*** resulting in death of two or more people in any one auto ***accident*** subject to a \$50,000 maximum for any one person.

If the limit of liability shown in the Coverage Summary is not exhausted by payment of damages for:

1. ***Bodily injury*** not resulting in death; or
2. ***Property damage***;

any remaining amounts will be used to pay damages for ***bodily injury*** resulting in death, to the extent the limit of liability shown in the Coverage Summary is not increased.

The amounts provided in this entire provision are the most we will pay regardless of the number of:

1. ***Covered persons***;
2. Claims made;
3. Vehicles or premiums shown in the Coverage Summary; or
4. Vehicles involved in the auto ***accident***.

## **ADDITIONAL LIABILITY COVERAGES**

1. **Credit Cards, Fund Transfer Cards, Forgery and Counterfeit Money.**

The following statement is deleted:

"We do not cover use of a credit card or fund transfer card if a ***covered person*** has not complied with all terms and conditions under which the cards are issued."

7. **Other Payments We Make**

Paragraphs a.(1) and (5) are replaced by the following:

- (1) Provide a defense at our expense by counsel of our choice. We may make any investigation and settle any claim or suit that we decided is appropriate. This applies even if the claim or suit is groundless.
- (5) Expenses incurred by us and all costs taxed against a ***covered person*** in any suit we defend.

The following provision is added:

- (6) Expenses incurred by a ***covered person*** for first aid to others at the time of the ***automobile accident***.

The last paragraph of this provision is deleted.

## **MEDICAL EXPENSE COVERAGE**

Medical Expense coverage does not apply:

1. To any ***accident*** caused by a ***motor vehicle***; and
2. If sustained by you or any ***covered person*** or a person ***occupying*** your ***motor vehicle*** to which Personal Injury Protection applies; or
3. Unless the applicable Personal Injury Protection limit has been exhausted.

## **UNINSURED/UNDERINSURED MOTORIST COVERAGE**

### **ARBITRATION**

Paragraph b. of the second paragraph of this provision is replaced by the following:

- b. The amount of damages. This applies only if the amount does not exceed the minimum limit for bodily injury liability specified by the financial responsibility law of New York. If the amount exceeds that limit, either party may demand the right to a trial only with respect to the issue of amounts of damages above

that limit. This demand must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding.

The following provision is added:

We do not provide Uninsured Motorist coverage for ***bodily injury*** from ***motor vehicle accidents*** sustained by any person to the extent that coverage is provided by Automobile Indemnification Coverage--New York.

#### **OPTIONAL EXCESS LIABILITY COVERAGE**

Excess Defense Coverage. The last paragraph of this provision is deleted.

#### **LIABILITY, UNINSURED/UNDERINSURED MOTORISTS, AND MEDICAL EXPENSE LOSSES WE DO NOT COVER**

Exclusion 1. applies only to Optional Excess Liability Coverage.

Exclusions 2., 3., 6., 7., 8., 10. and 11. apply only to other than ***motor vehicles***.

Exclusions 4. and 9. apply only to ***motor vehicles***.

Exclusion 6. is deleted for ***motor vehicles*** only.

The following ***motor vehicle*** Exclusions are added:

We do not provide Personal Liability Coverage for any person:

For ***bodily injury*** to the spouse of that person. However, we will provide Personal Liability Coverage for a spouse if named as a third party defendant in a legal action commenced by his or her spouse against another party.

We do not provide liability coverage for property damage to ***automobiles*** or trailers rented to you or any ***family member***. This exclusion does not apply to damage up to \$2,000 to any trailer not owned by or furnished or available for the regular use of you or any ***family member*** if liability for such damage is assumed under a written rental contract.

#### **THINGS WE DO NOT COVER**

For ***motor vehicles*** only, Exclusions 1. and 8. are deleted and replaced by the following:

1. **EXPECTED INJURY OR DAMAGES.** Liability for any person who intentionally causes, or directs another person to cause, ***bodily injury*** or ***property damage***.
4. **Medical Expenses.** Subsection c. (1) of this provision is deleted.
8. **RACING.** Loss, excluding Personal Liability, from ***accidents*** occurring while you or any ***covered person*** is participating in an organized or pre-arranged speed contest or race as an operator or ***occupant*** of a ***motor vehicle***.

Exclusions 2., 3., 5., and 7. are not applicable to ***motor vehicles***.

For ***motor vehicles*** only, the following provision is added:

**Federal Employees Using Autos in Government Business.** If this policy is issued to a federal employee using an auto in government **business**, the following are not covered persons under "Personal Liability Coverage":

1. The United States of America or any of its agencies.
2. Any person with respect to ***bodily injury*** or ***property damage*** resulting from the operation of an auto by that person as an employee of the United States Government. This applies only to the extent that coverage and protection are provided pursuant to Section 2679 of Title 28 of the United States Code.

## HOW WE SETTLE PROPERTY CLAIMS AND WHAT YOU MUST DO

Item 4. **Your Duties After Loss.** This provision is deleted.

Item 5. **Who We Pay.** This provision is deleted and the following substituted:

5. **Who We Pay.** We will adjust all losses with you. We will pay you unless some other person is named in the policy or is legally entitled to receive payment. Losses will be payable 60 days after we receive your proof of loss and:

- a. Reach an agreement with you;
- b. There is an entry of a final judgement; or
- c. There is a filing of an appraisal award with us.

Item 5. **Who We Pay** does not apply to *motor vehicles*.

Item 6. **Mortgage Clause** does not apply to *motor vehicles*.

The following provision is added for *real property* and *tangible personal property*:

9. **Suit Against Us.** No action shall be brought unless there has been compliance with the policy provisions and the action is started within two years after the *accident* causing loss or damage.

## HOW WE SETTLE LIABILITY CLAIMS AND WHAT YOU MUST DO

Item 1. **Limit of Liability.** This provision is deleted.

Item 3. **Your Duties After Loss.** This provision is deleted for *motor vehicles*.

For other than *motor vehicles*, the first paragraph and subsection a. are deleted and replaced by the following:

3. **Your Duties After Loss.** In case of an *accident* or occurrence, the *covered person* or someone acting for the *covered person* will perform the following duties that apply. You will help us by seeing that these duties are performed. Any written notice given by any claimant to us or any of our agents in this state containing particulars sufficient to identify the *covered person*, will be deemed notice to us.

- a. give written notice to us or any of our agents in this state as soon as is practical, which sets forth:
  - (1) The identity of the policy and *covered person*;
  - (2) Reasonably available information on the time, place and circumstances of the *accident* or *occurrence*; and
  - (3) Names and addresses of any claimants and witnesses;

Item 4. **Duties of an Injured Person.** Paragraph a. is deleted and replaced by the following:

- a. Give us or any of our agents in this state written proof of claim, under oath if required, as soon as is practical; and

Item 4. This provision does not apply to *motor vehicle* losses.

## OTHER PROVISIONS YOU AND WE AGREE TO

Item 3. **Termination** is deleted and the following substituted:

**Cancellation.** This policy may be canceled during the policy period as follows:

1. You may cancel by:
  - a. Returning this policy to us; or
  - b. Giving us advance written notice of the date cancellation is to take effect.
2. We may cancel by mailing to you at the address shown on the coverage summary:
  - a. At least 15 days notice of cancellation is for non-payment of premium; or
  - b. At least 30 days notice in all other cases.

If we cancel during the first 60 days this policy is in effect, our notice of cancellation will state or include the reason for cancellation.

3. After this policy is in effect for 60 days, or if this is a renewal or continuation policy, we will (subject to the laws of New York) cancel only:
  - a. For nonpayment of premium;
  - b. If your driver's license or that of any driver who customarily uses your covered **motor vehicle** has been suspended or revoked. This provision:
    - (1) does not apply to:
      - (a) A suspension issued under Section 510 (b)(1) of the vehicle and traffic law; or
      - (b) 1 or more administrative suspensions from the same incident which terminate prior to the effective date of cancellation.
    - (2) Applies only to a suspension or revocation that occurred:
      - (a) During the policy period; or
      - (b) Since the last anniversary of the original effective date if the policy period is other than one year.
  - c. For discovery of fraud or material misrepresentative in:
    - (1) Obtaining the policy; or
    - (2) Presenting a claim.

But if we cancel for the above **motor vehicle** reason we will offer continued property coverage if none of the following exist:

- (a) Conviction of a crime arising out of acts increasing the hazard insured against;
- (b) Discovery of fraud or material misrepresentation in obtaining the policy or in presentation of a claim thereunder;
- (c) Discovery of willful or reckless acts or omissions increasing the hazard insured against;
- (d) Physical changes in the property insured occurring after issuance or last annual anniversary date of the policy which result in the property becoming uninsurable in accordance with our objective, uniformly applied underwriting standards in effect at the time the policy was issued or last voluntarily renewed; or
- (e) A determination by the Superintendent of Insurance that the continuation of the policy would violate or would place us in violation of the laws of New York.

If we cancel for any of the above **property** reasons we will offer continued **motor vehicle** coverage if no **motor vehicle** cancellation reason as outlined in this provision exists.

4. Our right to cancel applies to each and every coverage or limit afforded under this policy.
5. If we have the right to cancel, we may, instead of cancelling this policy, amend the limits of liability or reduce coverage not required by law. If we take this action, we will notify you by mail at least 20 days prior to the date of such change.

#### **Nonrenewal**

1. If this policy is not renewed or continued, it will be subject to the laws of New York (Insurance Law Section 3425) and notice mailed to the named insured shown in the Coverage Summary.
2. If we have the right not to renew or continue this policy, we may instead amend the limits of liability or reduce coverage not required by law. This applies only if we mail notice to the named insured shown in the Coverage Summary.
3. The notice required by the first two paragraphs of this section must be mailed to the address shown in this policy at least 45 but not more than 60 days before the end of the policy period and state or include the reason for our action.
4. We are not required to mail notice of nonrenewal to the named insured shown in the Coverage Summary if we are given written notice that this policy has been replaced or is no longer wanted.

This written notice may be given to us by you, another insurer or your representative.

#### **Other Termination Provisions**

1. We may deliver any notice instead of mailing it. A United States Postal Service Certificate of Mailing shall be sufficient proof of notice. **Delivery of such written notice by us to you at the mailing address shown in the coverage summary or at a forwarding address shall be equivalent to mailing.**
2. If this policy is canceled, you may be entitled to a premium refund. If so, we will send you the refund. The premium refund, if any, will be pro rata. However, making or offering to make the refund is not a condition of cancellation.
3. The effective date of cancellation stated in the notice shall become the end of the policy period.
4. Any notice of termination will include the reason(s) for our action.

The following provision is added:

#### **Notice**

Notice to our authorized agent shall be deemed notice to us. In addition, any written notice given by or on behalf of any claimant to our authorized agent, containing particulars sufficient to identify you, shall be deemed notice to us.

The following provision is added:

#### **13. Duties After An Accident Or Loss.**

**FOR MOTOR VEHICLES ONLY:**

##### **GENERAL DUTIES**

We must be notified promptly of how, when and where the **accident** or loss happened. Notice should also include the names and addresses of any injured persons and of any witnesses.

A person seeking any coverage must:

1. Cooperate with us in the investigation, settlement or defense of any claim or suit.
2. Promptly send us copies of any notices or legal papers received in connection with the **accident** or loss.

3. Submit, as often as we reasonably require, to physical exams by physicians we select. We will pay for these exams.
4. Authorize us to obtain:
  - a. Medical reports; and
  - b. Other pertinent records.
5. Submit a proof of loss when required by us.
6. With the exception of first aid to others, not voluntarily make any payment, assume any obligation or incur any expense.

#### ADDITIONAL DUTIES FOR UNINSURED MOTORISTS COVERAGE

A person seeking Uninsured Motorists Coverage must also:

1. Promptly notify the police if a hit and run driver is involved.
2. Promptly send us copies of the legal papers if a suit is brought.

#### ADDITIONAL DUTIES FOR COVERAGE FOR DAMAGE TO YOUR MOTOR VEHICLE

A person seeking Coverage for Damage to Your Auto must also:

1. Take reasonable steps after loss to protect your covered **motor vehicle** and its equipment from further loss. We will pay reasonable expenses incurred to do this.
2. Promptly notify the police if your covered **motor vehicle** is stolen.
3. Permit us to inspect and appraise the damaged property before its repair or disposal.

#### FOR OTHER THAN **MOTOR VEHICLES**:

#### GENERAL DUTIES FOR PROPERTY LOSSES

In case of a loss you agree to see that the following are done:

1. Tell us or our agent as soon as possible, and in the case of crime also tell the police. In case of loss under Credit Card or Fund Transfer Coverage, also tell the issuing company.
2. Protect the property from further damage, and keep a record of the expenses.
3. Show us or our representatives the damaged property as often as necessary.
4. As often as we reasonably require:
  - (1) Provide us with records and documents we request and permit us to make copies; and
  - (2) Submit to examination under oath and subscribe the same.
5. Submit to us, within 60 days after we request, your signed, sworn proof of loss which sets forth, to the best of your knowledge and belief:
  - (1) The time and cause of loss;
  - (2) Your interest and the interest of all others in the property involved and all encumbrances on the property;
  - (3) Other insurance which may cover the loss;
  - (4) Changes in title or occupancy of the property during the term of the policy;
  - (5) Specifications of any damaged building and detailed estimates for repair of the damage;
  - (6) An inventory of damaged personal property described in item 3;



- (7) Receipts for additional living expenses incurred and records supporting the fair rental value loss;
- (8) Evidence or affidavit supporting a claim under the Credit Card, Fund Transfer Cards, Forgery and Counterfeit Money coverage, stating the amount and cause of loss.

## DEFINITIONS

**"Occupying"** item 15. in the Elite and Deluxe contracts and item 11. in the Special contract is deleted and replaced by the following:

**"Occupying"** means: in; upon; getting in, on, out or off; and, loading or unloading.



For All the Commitments You Make®

## **RENTAL VEHICLE COVERAGE ENDORSEMENT NEW YORK**

This endorsement provides coverage for the "insured's" obligations in the event of actual damage to, or loss of, any "rental vehicle", including loss of use, rented by the "insured" anywhere in the United States, its territories or possessions, and Canada under a rental agreement with a term no longer than thirty continuous days, regardless of where, within those areas, such "rental vehicle" may be registered, rented or operated.

Rental Vehicle Coverage shall provide protection:

1. When the "rental vehicle" is rented or operated for business or pleasure, unless used for transporting persons or property for hire; and
2. Regardless of fault.

### **DEFINITIONS**

"Insured" means named insured or any "relative".

"Relative" means a spouse, child or other person related to the named insured by blood, marriage or adoption (including a ward or foster child); who regularly resides in the named insured's household, including any such person who regularly resides in the household, but who is temporarily living elsewhere.

"Rental vehicle" means a motor vehicle of the private passenger or station wagon type or a motor vehicle with a pick-up body, a delivery sedan, panel truck or van if the vehicle is:

1. Not used for transporting persons or property for hire; and
2. Owned by a person engaged in the business of renting or leasing vehicles, rented or leased without a driver to persons other than the owner, and is registered in the name of such owner.

### **PRIORITY OF PAYMENT**

1. In no event shall payment be made under this endorsement duplicating payment made by this policy, another policy or another insurer for the same claim.
2. If more than one policy could cover the claim, payment on the claim shall be made in the following order of priority:
  - a. the policy with respect to which the person is a named insured;
  - b. if the person is not a named insured on any policy, the policy with respect to which the person is an insured; and
  - c. where two or more policies provide coverage of equal priority, the policy or insurer with respect to which the claim is first submitted.
3. An inquiry about coverage or notification of damage to, or loss of, a "rental vehicle" shall constitute submission of a claim.

### **EXCLUSIONS**

No Rental Vehicle Coverage shall be provided:

1. Arising beyond the geographic limitations of the policy to which Rental Vehicle Coverage is endorsed;
2. To an "insured" who has committed fraud in connection with damage to, or loss of, a "rental vehicle", including loss of use; or
3. For damage to, or loss of a "rental vehicle", including loss of use, which the rental vehicle company is precluded from recovering from the "insured";

- a. pursuant to the terms of the rental agreement; or
- b. due to the prohibitions of Section 396-z of the General Business Law or similar statutory provisions of other jurisdictions.

## **SUBROGATION**

1. In the event of any payment under this endorsement, the insurer is subrogated to the extent of such payments to the rights of the person to whom, or for whose benefit, such payments were made.
2. Such person shall execute and deliver instruments and papers and do whatever is necessary to secure such subrogation rights, and shall not act in a manner that may prejudice such rights.
3. Subrogation shall not be pursued against any person who operated the "rental vehicle" with the "insured's" permission.

## **DUTIES AFTER AN ACCIDENT OR LOSS**

1. We must be notified promptly of how, when and where the accident or loss happened. Notice should also include the names and addresses of any injured persons and of any witnesses.
2. A person seeking Rental Vehicle Coverage must also:
  - a. take reasonable steps after loss to protect the "rental vehicle" and its equipment from further loss. We will pay reasonable expenses incurred to do this.
  - b. notify the rental vehicle company or the police within 48 hours of learning of the theft of the "rental vehicle".
  - c. permit us to inspect and appraise the damaged property before its repair or disposal as long as the "rental vehicle" is still in the care, custody or control of the "insured".

All other provisions of this policy apply to coverage provided by this endorsement.

# **IMPORTANT INFORMATION**

## **For Our Universal Security Policyholders**

Beginning with this renewal, your comprehensive Universal Security Policy (USP) has been revised to reflect a coverage enhancement provided in form G-15070-B. The following paragraphs outline specifically how this coverage enhancement affects your USP coverage.

### **For USP Elite and Deluxe Policyholders.**

The enhancement provides you with Fair Rental Value coverage with no maximum dollar limit.

### **For USP Special Policyholders.**

The enhancement provides you with Fair Rental Value coverage at a dollar limit based on 20% of the dwelling replacement value.

Previously, all three policies provided the coverage with a \$10,000 maximum limit.

Fair Rental Value Endorsement G-15070-B has been attached to your USP policy, and provides you with the revised coverage at no additional charge.

Please feel free to contact your independent CNA agent if you have any questions.

CNA's Universal Security Policy is underwritten by one of these CNA Insurance Companies: Continental Casualty Company, or Transportation Insurance Company; CNA Plaza, Chicago, Illinois 60685.



**For All the Commitments You Make®**

**G-15092-B  
(Ed. 11/89)**

# CNA INSURANCE COMPANIES

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CNA Plaza, Chicago, Illinois 60685

Edward J. Noha  
Chairman of the Boards and  
Chief Executive Officer of  
the CNA Insurance Companies

Dear Universal Security Policyholder,

Enclosed is your Universal Security Policy renewal from the CNA Insurance Companies. We appreciate the opportunity to continue to serve your insurance needs.

Your Universal Security Policy provides you with the finest overall protection available today. The comprehensive coverage provided for your home, automobile and other possessions by Universal Security minimizes coverage gaps and overlaps which can occur with several individual policies. With Universal Security you have the peace of mind that comes from knowing you have comprehensive protection for both property and personal liability losses. If you should experience a loss, USP's comprehensive coverage and straightforward policy language help streamline claim handling so you can depend on CNA for fast, fair claims settlement.

Having one policy for all of your personal insurance needs allows us to modify or update your policy quickly and more efficiently. As a result, we can hold down our processing costs and provide you with more affordable premiums. Most important, your Universal Security Policy is backed by an insurer with a history of providing stable, reliable insurance protection and service.

CNA's commitment to delivering both quality products and service is "The CNA Way" of doing business--one we feel sets us apart in the insurance business. Our company theme, "For All the Commitments You Make," aptly expresses how we approach our relationship with each and every policyholder. Commitment is what CNA, as a company, is all about. And because of our financial strength you can be assured we'll be there when you need us. A testimonial to CNA's stability is our A+ rating, the highest possible, from A.M. Best Co., one of the industry's foremost analysts.

CNA values your business. Working with an independent agent gave you the freedom to consider a number of carriers. And we're pleased you and your agent chose CNA. We appreciate your mutual confidence in CNA, and we'll strive to earn your continued loyalty by providing insurance value and service you can count on.

Yours truly,



G-15219-A



For All the Commitments You Make®

## **IMPORTANT INFORMATION**

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### **FOR OUR NEW YORK POLICYHOLDERS YOUR NEW YORK VEHICLE IDENTIFICATION CARDS**

You have received two identical New York State Insurance Identification Cards from us, for each vehicle insured under your Universal Security Policy or Personal Auto Policy.

One card should be kept in your vehicle at all times. The second I.D. card will be needed to renew your vehicle's registration. You must present this card not only for renewal, but for any kind of registration transaction. When presented, the I.D. card will be kept by the Department of Motor Vehicles, and used to verify your insurance coverage. This second card will not be returned to you.

The following information, which is required by the New York Department of Motor Vehicles, appears on your I.D. cards:

- Our company name and code number.
- Your name and address - the named insured(s) on the policy.
- Description of your vehicle - the year, make and vehicle identification number.
- Your policy number, along with the effective and expiration dates of the policy.
- The name and address of our office.
- The signature of our authorized representative.
- The certification statement prescribed by statute.

#### **PLEASE CHECK THESE CARDS CAREFULLY.**

Make sure that all information pertaining to you and your vehicle appear exactly as the information contained on your vehicle registration. If the information is not identical, you will not be able to register your auto. If there are any errors, or if you misplace your I.D. cards, please contact your independent CNA agent.

Upon demand, your I.D. card must be presented to a police officer, judge or hearing officer. In the event your vehicle is involved in an accident, the I.D. card must be shown to the other

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party involved in the accident; you may also request to see their I.D. card. Please remember that anyone operating your vehicle must present the I.D. card when requested.

Failure of you or any operator to present a valid I.D. card upon request will be considered evidence of uninsured operation, for which the operator may be given a summons.

The following actions are violations of New York Vehicle and Traffic Law. They may result in serious penalties including fines, suspension of driving privileges and imprisonment

1. Failure to surrender registration items on an uninsured vehicle;
2. Operating or permitting operation of an uninsured vehicle; and
3. Fraudulent use of an I.D. card, including proof of a non-existent policy.

If for any reason your policy is terminated, these I.D. cards become invalid.

Should you have any questions or require further information, please contact your independent CNA agent.

CNA's Universal Security Policy and Personal Auto Policy are underwritten by one of the following CNA Insurance Companies: American Casualty Company of Reading, Pennsylvania, Continental Casualty Company, National Fire Insurance Company of Hartford, Transcontinental Insurance Company, Transportation Insurance Company, or Valley Forge Insurance Company; CNA Plaza, Chicago, IL 60685.

## IMPORTANT INFORMATION

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### FOR OUR NEW YORK UNIVERSAL SECURITY POLICYHOLDERS

Your comprehensive Universal Security Policy has been revised to comply with recent changes to New York Insurance Statutes. These changes are reflected in the revised Amendment of Policy Provisions Endorsement G-42324-D and the revised Rental Vehicle Coverage Endorsement G-44660-B. The following paragraphs specifically outline the revisions to your Universal Security Policy.

#### G-42324-D AMENDMENT OF POLICY PROVISIONS - NEW YORK

To eliminate any duplication of coverage provided by the revised rental vehicle endorsement and the basic policy, we have:

- Revised the Liability, Uninsured/Underinsured Motorists and Medical Expense Losses We Do Not Cover - section by adding a liability coverage exclusion to:
  - state that no coverage is provided under this section for damage to any vehicle rented to you other than \$2,000 in damage to a trailer, provided the liability for such damage is assumed under a written rental contract. This excluded coverage is now provided under the revised Rental Vehicle Coverage Endorsement G-44660-B.
- Amended the Property Coverage - Motor Vehicle section to exclude rental vehicles. Coverage for these vehicles will be provided under G-44660-B.
- Revised provision 4.a. of the How We Settle Property Claims and What You Must Do - section (Your Duties After Loss) to state that when seeking Rental Vehicle Coverage you must notify the rental vehicle company or police within 48 hours of learning of the theft of a "rental vehicle".
- Revised provision 4.c. of Your Duties After Loss to state that when seeking Rental Vehicle Coverage you must permit us to inspect and appraise the damaged property before its repair or disposal, as long as the rental vehicle is still in your care, custody or control.



## **G-44660-B RENTAL VEHICLE COVERAGE ENDORSEMENT - NEW YORK**

The following revisions have been made to the Rental Vehicle Coverage Endorsement.

- Clarified that coverage is provided for a rental vehicle which is rented by you anywhere in the United States, its territories or possessions and Canada, regardless of where, within those areas, such vehicle is registered, rented or operated.
- Clarified that Rental Vehicle Coverage is provided when the "rental vehicle" is rented for business or pleasure, unless used for transporting persons or property for hire, and regardless of fault.
- Explicitly stated the applicable Duties After An Accident Or Loss which must be fulfilled by a person seeking Rental Vehicle Coverage.

If you have any questions, please contact your independent CNA agent.

CNA's Universal Security Policy is underwritten by Transportation Insurance Company,  
one of the CNA Insurance Companies, CNA Plaza, Chicago, Illinois 60685.

## IMPORTANT INFORMATION

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### NEW BOAT COVERAGE ENHANCEMENTS MAKE YOUR UNIVERSAL SECURITY POLICY EVEN BETTER!

The boat coverages provided by your CNA Universal Security Policy (USP) have been revised to keep pace with your insurance needs.

These latest revisions are part of our continuing effort to provide you with one of the most comprehensive programs of insurance protection available at an affordable price. Protection that provides more *value* for your insurance premium dollar.

This notification highlights and explains the extensions, reductions and clarifications in coverage which have been made through the USP Boat Amendatory Endorsement, G-15290-A.

This notification is for illustrative purposes only and is not a contract. It is intended to provide a general review of the changes in the policy described. Please refer to your policy and amendatory boat endorsement for actual terms and coverage.

### EXTENSIONS IN COVERAGE

We have added several new boat coverages to your policy. Additionally, a large number of existing coverages now provide broader protection. These changes reaffirm our commitment to provide a policy that responds to your personal insurance needs while giving you the maximum amount of protection for your premium dollar.

### PROPERTY COVERAGE

#### • PROPERTY SPECIAL LIMITS

- Tangible Personal Property Used In Business

The \$500 limit for off-premises business property has been increased to \$5,000 in the Elite and Deluxe policies and \$2,500 in Special, while that property is either located on board your covered boat, or while being loaded or unloaded.

#### • ADDITIONAL PROPERTY COVERAGE

- Tangible Personal Property on Your Covered Boats

At your request, coverage can now be extended to provide protection for the property of a guest or unpaid crew member while the property is either on board your covered boat, or while being loaded or unloaded.

- All Risk Coverage for Tangible Personal Property

The USP Deluxe and Special policies have been amended to provide coverage against all "direct physical loss," subject to the exclusions stated in the USP Boat Amendatory Endorsement G-15290-A, for your personal property while on board your covered boat, or while being loaded or unloaded. The limit of liability for this coverage is \$3,000. "All risk" coverage has always been provided in the USP Elite policy.

- Debris Removal

The "Debris Removal" provision has been replaced by the "Protection or Recovery Expense" provision for boats, and now includes payments for:

- disposal and marking of the wreck of your covered boat; and
- temporary repairs necessary to protect your covered boat from further damage.

- Emergency Service

We will now pay up to \$750 under Elite, and \$250 under Deluxe, for emergency services (such as towing and labor) to your covered boat. This coverage is not subject to a deductible.

- **PROPERTY LOSSES WE DO NOT COVER**

- Freezing/Overheating of Machinery Exclusion

This exclusion has been made less restrictive by providing coverage for damage from freezing or overheating of machinery and plumbing when reasonable care has been used to protect your covered boat and its equipment.

## **LIABILITY COVERAGE**

- **ADDITIONAL LIABILITY COVERAGES**

- Bail Bonds

Payments we make for bail bonds are no longer subject to a \$250 limit.

- **MEDICAL EXPENSE COVERAGE**

Coverage is now afforded for the medical expenses of any person injured while being towed on water skis by your covered boat.

Coverage is also provided to you or any covered person who is struck by a boat while in the water.

- **UNINSURED/UNDERINSURED MOTORIST COVERAGE (UM/UIM)**

The limit of liability for UM/UIM has been increased to \$20,000 in Elite, \$15,000 in Deluxe and \$10,000 in Special.

## **THINGS WE DO NOT COVER**

- Racing

"Predicted log cruises" have been exempted from this exclusion.

## **HOW WE SETTLE LIABILITY CLAIMS AND WHAT YOU MUST DO**

- **YOUR DUTIES AFTER LOSS**

- Insured's Duties After a Liability Loss

We now reimburse you for voluntary expenses incurred to protect the property of others from further loss.

## DEFINITIONS

- Covered Person(s)

In addition to you and your *family members*, the definition of *covered persons* has been broadened to extend the following additional liability coverage provisions to all *covered persons*:

- Bail Bonds;
- Longshore and Harbor Workers' Compensation; and
- Other Payments We Make

## COVERAGE CLARIFICATIONS

In addition to the coverage changes previously described we have also clarified the policy language so you will more easily be able to determine what *is* and *isn't* covered.

## PROPERTY

### • PROPERTY LOSSES WE DO NOT COVER

- The Freezing/Thawing Exclusion

Exclusion 3. in USP Elite, and Exclusion 2. in USP Deluxe and Special has been removed for boats, as the policy has another exclusion which more effectively addresses the peril of ice relative to boats (exclusion 19., 18., and 20 in Elite, Deluxe and Special, respectively).

## LIABILITY COVERAGE

### • ADDITIONAL LIABILITY COVERAGES

- Longshore and Harbor Workers' Compensation

In compliance with this Federal law:

- "Federal Compensation" has been retitled "Longshore and Harbor Workers' Compensation";
- an "insolvency or bankruptcy" clause has been added; and
- the citation of this law in the provision has been updated.

### • UNINSURED/UNDERINSURED MOTORIST COVERAGE (UM/UIM)

Your policy now clarifies that the navigational warranty also applies to UM/UIM for boats and not the more restrictive auto territorial definition.

## THINGS WE DO NOT COVER

- Business Use Exclusion

The "Chartered Boats" exclusion has been retitled "Prohibited Boat Usage."

## **OTHER PROVISIONS YOU AND WE AGREE TO**

### **- Subrogation**

The following have been added to the Subrogation Provision to clarify coverage intent:

- we will waive our subrogation rights against any person using your covered boat with your permission; and
- we must be reimbursed for any payments we make which are subsequently recovered from another source.

### **- Other Insurance**

We have added a provision that any insurance we provide for a non-owned boat is excess over any other collectible source.

## **COVERAGE REDUCTION**

As part of our commitment to hold down your insurance costs we have added the following exclusion to the Liability, Uninsured/Underinsured Motorists and Medical Expense Losses We Do Not Cover-section.

### **- Para-Sailing Exclusion**

Liability arising out of para-sailing, kite-skiing or similar devices is excluded.

If you have any questions, please contact your Independent CNA Agent.

CNA's Universal Security Policy is underwritten by one of the following  
CNA Insurance Companies-Continental Casualty Company or  
Transportation Insurance Company, CNA Plaza, Chicago, Illinois 60685

## IMPORTANT INFORMATION

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### **For Our USP Elite Policyholders,**

If you have purchased the optional Earthquake Coverage on your policy, you will notice that the endorsement has been revised with this renewal.

The revised endorsement does not change the coverage that you purchased, but only clarifies the application of the two deductibles that come into play with the Earthquake Coverage.

Your policy's property deductible, as indicated on the Coverage Summary, is applicable to your tangible personal property. The deductible percentage indicated on the endorsement is applicable, subject to a \$250 minimum, to your covered real property. However, if both real and tangible personal property are damaged from the same occurrence, only the higher of the two deductibles will apply.

Please feel free to contact your independent CNA agent, if you have any questions.

CNA's Universal Security Policy is underwritten by Continental Casualty Company, one of the CNA Insurance Companies; CNA Plaza, Chicago, Illinois 60685.

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## IMPORTANT INFORMATION

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### FOR OUR NEW YORK UNIVERSAL SECURITY POLICYHOLDERS

The New York Insurance Department asks that we make you aware of the various deductible options available to you for direct physical loss caused by "Other Than Collision" or "Collision" to your automobile(s).

"Collision" coverage is applicable to direct physical loss to your motor vehicle due to upset of your motor vehicle or through contact with another vehicle or object.

If a direct physical loss, which is not considered a "collision" occurs to your motor vehicle, "Other Than Collision" coverage would be applicable unless the policy specifically excludes the cause of loss.

"Other Than Collision" coverage is quite comprehensive and covers, for example, loss caused by falling objects, fire, hail, water or flood, vandalism, contact with a bird or animal, or breakage of glass.

The following indicates the respective coverage deductible options available to you. Also shown are the percentage factors applied to the premium of the base \$250 deductible, to either reduce or increase the deductible for "Other Than Collision" and "Collision" coverage.

Full coverage for window glass is available for an additional premium. The percentage factors applicable to the basic deductible premium for the respective coverages is also shown.

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### Other Than Collision Coverage

<u>Deductible Amount</u>	<u>Percentage Change of \$250 Deductible Premium</u>	<u>Full Coverage For Window Glass Increase \$250 Deductible Premium</u>
\$ 50	153%	11%
\$ 100	121%	16%
\$ 150	115%	Not Available
\$ 200	105%	21%
\$ 250 (base)	100%	Not Available
\$ 500	80%	Not Available
\$ 1,000	63%	Not Available

### Collision Coverage

<u>Deductible Amount</u>	<u>Percentage Change of \$250 Deductible Premium</u>	<u>Full Coverage For Window Glass Increase \$250 Deductible Premium</u>
\$ 100	126%	5%
\$ 150	120%	Not Available
\$ 200	105%	11%
\$ 250 (base)	100%	Not Available
\$ 500	85%	Not Available
\$ 1,000	58%	Not Available

To illustrate, let us assume that the premium for the \$250 base deductible for "Other Than Collision" coverage is \$100 and you desire a \$200 deductible. The premium would be \$105 (105% of \$100).

Now let us say you want to eliminate the \$200 deductible with respect to the vehicles window glass. The base \$250 deductible premium of \$100 will be increased 21% and the additional \$21 will be added to the \$200 deductible premium of \$105 resulting in a cost of \$126 for \$200 deductible "Other Than Collision" coverage with Full Coverage Window Glass.

The same procedure is followed to obtain the cost of "collision" coverage.

However, if full coverage for window glass is desired for both "Other Than Collision" and "Collision" coverage on the same automobile, only the percentage factor shown for "Other Than Collision" Full Coverage Window Glass is applied.

If you have any questions or want to change the deductible on your vehicles, or purchase coverage, please contact your independent CNA Agent.

CNA's Universal Security Policy is underwritten by the Transportation Insurance Company, one of the CNA Insurance Companies, CNA Plaza, Chicago, Illinois, 60685.

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For All the Commitments You Make®

## UNIVERSAL SECURITY POLICY RATING INFORMATION-NEW YORK

The auto has been classified under a six digit numerical code as indicated in the policy declarations on the basis of statements made by or on behalf of the named insured. The first digit is always 8 and identifies the auto as a private passenger auto.

OPERATOR CLASS	
(Identifies Age, Sex, Marital Status and Driver Training Status)	
2nd and 3rd Digits	Definitions
<b>No Youthful Operator</b>	
13 Principal Operator Female Age 30 to 49 12 Principal Operator Male Age 30 to 49 01 Principal Operator Age 50 to 64 02 Principal Operator Age 65 to 74 03 Principal Operator Age 75 or Over 11 All Other	<b>Youthful Unmarried Male, Not Owner or Principal Operator</b>  51 Age 17, or less, Without Driver Training 52 18 53 19 54 20  56 Age 17, or less, With Driver Training 57 18 58 19 59 20  61 Age 21 through 24, With or Without Driver Training
<b>Youthful Unmarried Female</b>	
21 Age 17, or less, Without Driver Training 22 18 23 19 24 20  26 Age 17, or less, With Driver Training 27 18 28 19 29 20  46 Age 21 through 24, With or Without Driver Training	<b>Youthful Unmarried Male, Owner or Principal Operator</b>  71 Age 17, or less, Without Driver Training 72 18 73 19 74 20  76 Age 17, or less With Driver Training 77 18 78 19 79 20  81 Age 21 through 24, With or Without Driver Training  91 25 through 29
<b>Youthful Married Male</b>	
31 Age 17, or less, Without Driver Training 32 18 33 19 34 20  36 Age 17, or less, With Driver Training 37 18 38 19 39 20  41 Age 21 through 24, With or Without Driver Training	

## USE CLASS

(Identifies the Way in Which the Care is Used)

4th Digits	Definitions	
	<b>Youthful Operator</b>	<b>More than one car insured</b>
<b>1</b> Pleasure Use <b>2</b> Work Less than 15 Miles <b>3</b> Work 15 or More Miles <b>8</b> Business Use <b>9</b> Farm Use	<b>Youthful Operator</b>	Principal Operator Licensed For:  <b>8</b> Less Than One Year <b>6</b> Less Than Two Years <b>4</b> Less Than Three Years <b>2</b> Three Years or More
<b>1</b> Pleasure Use <b>2</b> Drive to Work or Business	<b>PRINCIPAL OPERATOR EXPERIENCE CLASS</b>	<b>SAFE DRIVERS SUB-CLASS</b>
(Identifies number of years principal operator licensed and number of cars insured)		(Identifies points accumulated under the Safe Driver Insurance Plan)
<b>5th Digit</b>	<b>Only one car insured</b>	<b>6th Digit</b> <b>Number of Points</b>
Principal Operator Licensed For:		<b>0</b> No Points <b>1</b> One Point <b>2</b> Two Points <b>3</b> Three Points <b>4</b> Four Points or More <b>9</b> Plan not written
<b>7</b> Less Than One Year <b>5</b> Less Than Two Years <b>3</b> Less Than Three Years <b>1</b> Three Years or More		

**NOTE:** If the 6th Digit is 1, 2, 3, or 4, the premium reflects a surcharge for accidents and/or convictions under the Safe Driver Insurance Plan. The last section of this form will explain any such surcharge made under this Plan. If the auto is driven to or from work 15 or more miles by certain youthful operators, the applicable Classification Code is 8113 \_\_\_\_\_. If the auto is used for business by certain youthful operators, the applicable Classification Code is 8118 \_\_\_\_\_. If you have any questions, please contact your agent or us.

I. Definitions

- A. **BUSINESS USE** means that the use of the auto is required by or customarily involved in the duties of the applicant or any other person customarily operating the auto, in an occupation, profession or business, other than going to or from the principal place of occupation, profession or business.
- B. **FARM USE** means the auto is principally garaged on a farm or ranch; and
1. it is not customarily used in going to or from work other than farming or ranching or driving to or from school; and
  2. it is not customarily used in any occupation other than farming or ranching.
- C. **PLEASURE USE** means:
1. no BUSINESS USE.
  2. personal use including driving to or from work or school:
    - (a) less than 3 road miles one way; and
    - (b) 3 or more, but less than 15, road miles one way for not more than 2 days per week or not more than 2 weeks in any 5 week period.
- D. **WORK LESS THAN 15 MILES** means:
1. no BUSINESS USE.
  2. personal use including driving to or from work or school:
    - (a) 3 or more, but less than 15, road miles one way if such usage is more than 2 days per week or more than 2 weeks in any 5 week period; or
    - (b) 15 or more road miles one way, for not more than 2 days per week or not more than 2 weeks in any 5 week period.
- E. **WORK 15 OR MORE MILES** means:
1. no BUSINESS USE.
  2. personal use including driving to or from work or school 15 or more road miles one way more than 2 days per week or more than 2 weeks in any 5 week period.
- F. **YOUTHFUL OPERATOR** means an applicant or any other operator resident in the same household as the applicant, who customarily operates the auto, and is one of the following:
1. YOUTHFUL UNMARRIED FEMALE OPERATOR - unmarried female under 25 years of age;
  2. YOUTHFUL MARRIED MALE OPERATOR - married male under 25 years of age;
  3. YOUTHFUL UNMARRIED MALE OPERATOR - unmarried male under 25 years of age who is not an owner or principal operator.
  4. YOUTHFUL UNMARRIED MALE OWNER OR PRINCIPAL OPERATOR - unmarried male under 30 years of age who is an owner or principal operator.

NOTES:

- i. A person in active military service with the armed forces of the United States of America is not considered a resident in the applicant's household unless this person customarily operates the auto.

- ii. If a YOUTHFUL UNMARRIED FEMALE OPERATOR or a YOUTHFUL UNMARRIED MALE OPERATOR is a student residing at an educational institution over 100 road miles from the auto's place of principal garaging, the auto is rated as if the student is MARRIED.
- iii. The applicable Driver Training Classification applies to each Youthful Operator under 21 years of age where "Satisfactory Evidence" is presented that such operator has successfully completed an approved driver education course.

## II. Safe Driver Insurance Plan

The Plan under which your policy is rated uses past experience, accidents and convictions, as part of the determination of your premium cost. The point system described below has been established under which those drivers that have no points receive the lowest premiums. Higher premiums are charged for other drivers based upon the number of points they have accumulated during the experience period.

### A. Eligibility

An Auto is eligible for rating under this Plan if it is owned by an individual or owned jointly by two or more relatives or resident individuals or furnished to an individual by a corporation, partnership or unincorporated association and not used for business purposes.

#### Exceptions:

The SDIP does not apply to an auto that is used in the business of driver training.

### B. Definitions

#### 1. Driving Record Points

If any points are assigned due to accidents or convictions, apply the appropriate sub-classification.

##### a. Convictions

##### (1) Minor Violations

All convictions of motor vehicle violations not otherwise listed shall be considered minor moving violations. Points will be assigned for minor moving violations as follows:

1 point shall be assigned separately for each resident operator for each conviction of a minor moving violation in excess of the first violation during the experience period.

**Exceptions:** Non-moving violations shall not be surcharged.

Points shall be assigned for convictions during the experience period for motor vehicle violations of the applicant or any other current resident operator as follows:

POINTS	DESCRIPTION
1	For each conviction of a moving violation in addition to the convictions which qualify for point charges below.
2	Conviction of careless driving or reckless driving resulting in bodily injury.
3	Conviction of suspension or revocation of operator's license.
4	Conviction of: <ul style="list-style-type: none"> <li>(a) Driving while intoxicated or under the influence of drugs; or</li> </ul>

- (b) Failure to stop and report when involved in an accident; or
- (c) Homicide, assault or manslaughter (whether or not voluntary) arising out of the operation of a motor vehicle;
- (d) Driving while license is suspended or revoked;
- (e) Operating a motor vehicle without an operator's license or registration;
- (f) Racing or engaging in a speed contest on public roads.

**Note:** Each violation shall only be counted once in the application of this rule, and will be assigned the highest number of points if more than one category applies.

**b. Accidents**

Points shall be assigned for each AT FAULT accident that occurred during the experience period, involving the applicant or any current resident operator, while operating an auto.

- (1) One point is assigned for each auto accident that results in:
  - (a) bodily injury or death; or
  - (b) total damage to all property including the insured's property in excess of \$600.
- (2) One point is assigned if, during the experience period there were two or more accidents each of which resulted in damage to property but have not been assigned one point under (1) above.
- (3) The first chargeable accident or violation resulting in the assignment of one or more SDIP points will cause the first SDIP point to be forgiven for any policy which has been:
  - (a) Free of any convictions, as defined in Section II, Subsection B. 1.a., the last three years while insured with CNA; and
  - (b) Accident free for the last three years while insured with CNA. Accident free is defined as free of chargeable accidents as defined above.

**FOR EXAMPLE:** A chargeable accident or violation which would result in the assignment of one SDIP point will receive no SDIP surcharge. A chargeable accident or violation resulting in two SDIP points will only receive a surcharge for one point.

Subsequent chargeable accidents or violations will receive SDIP points as stated in Section II B. 1.a. However, no surcharge will result from the first SDIP point which was forgiven.

**Exceptions:**

- (1) No points are assigned for accidents incurred by an operator demonstrated to be a named insured or principal operator of an auto insured under a separate policy; and
- (2) No points are assigned for accidents occurring under the following circumstances:
  - (a) auto lawfully parked (if the parked vehicle rolls from the parked position then any such accident is charged to the person who parked the auto); or
  - (b) the insured, owner or other resident operator, or the insurer:
    - is reimbursed by or on behalf of a person involved in the accident; or
    - has judgment against such person equal to 33 1/3% or more of the value of the insured's property damage claim. For the purpose of the Exception, the value of

the property damage claim is defined as the lesser of the adverse carrier's or the insured's estimate.

If an insured received reimbursement from, or has a judgment against a person responsible for the accident, we should be notified. You may be entitled to a refund of the surcharge for the accident.

- (c) auto is struck in the rear by another vehicle and the insured or other resident operator has not been convicted of a moving traffic violation in connection with this accident; or
- (d) operator of the other auto involved in the accident was convicted of a moving traffic violation and the insured or resident operator was not convicted of a moving traffic violation in connection with the accident; or
- (e) auto operated by insured or any resident operator is struck by a "hit and run" vehicle, if the accident is reported to the proper authority within 24 hours by the insured or resident operator; or
- (f) accidents involving damage by contact with animals or fowl; or
- (g) accidents involving physical damage, limited to and caused by flying gravel, missiles, or falling objects; or
- (h) accidents occurring when using auto in response to an emergency if the operator of the auto at the time of accident was a paid or volunteer member of any Police or Fire Department, First Aid Squad, or any law enforcement agency. This exception does not include an accident occurring after the auto ceases to be used in response to such emergency; or
- (i) the insured, owner or other resident operator who receives payment under Personal Injury Protection or Additional Personal Injury Protection where such individual is not at fault; or
- (j) accidents occurring while the insured or other resident operator operates a vehicle for hire or a motor vehicle other than a private passenger vehicle and the accident occurs in the course of employment and did not result in a conviction for a moving traffic violation; or
- (k) claims for which the operator is not at fault—the establishment of a reserve shall not in itself imply that the operator was at fault.

#### C. Inexperience Operator

If the principal operator of the auto has no surcharge for an accident but has been licensed less than 3 years, 1 point is assigned. Apply the appropriate Sub-Classification.

#### D. Refund of Surcharge Premium

If a point has been assigned in accordance with one of the following situations, we shall refund to you the increased portion of the premium generated by the point. All such refunds shall be the portion of the premium due to the surcharge for all policy periods since the inception of the surcharge.

- If the point is assigned for an accident and it is later determined that the accident falls under one of the exceptions listed above, or
- If the point is assigned for a conviction and the conviction is ultimately reversed, or
- If the point is assigned through mistake, misinformation, carelessness or other error, or
- If the insurer has established a reserve but no claim was submitted for a period of three years after the date of the incident, or the statute of limitations has run and no suit has been filed.

E. Experience Period

The experience period shall be the three years immediately preceding the inception or renewal effective date.

F. Coverage Discounts

- a. A 5% discount on Comprehensive Coverage is afforded for vehicles equipped with an eligible alarm or active anti-theft disabling device.
- b. A 15% discount on Comprehensive Coverage is afforded for vehicles equipped with an eligible passive anti-theft disabling device.
- c. A 10% Defensive Driving Course Discount on Personal Liability, Personal Injury Protection and Collision Coverage may be available to insureds.
- d. A 30% discount on No-Fault coverage and a \$5 discount on Medical Expense Coverage is afforded for vehicles equipped with an eligible factory installed passive restraint system.



For All the Commitments You Make®

## IMPORTANT INFORMATION

### TO ALL OPERATORS OF MOTOR VEHICLES IN NEW YORK

AS YOUR INSURANCE COMPANY, WE ARE NOW REQUIRED BY LAW TO ADVISE YOU OF THE LEGAL AND FINANCIAL CONSEQUENCES OF A CONVICTION FOR OPERATING A MOTOR VEHICLE WHILE UNDER THE INFLUENCE OF ALCOHOL OR DRUGS. While we are required to send you this information prepared by the New York Departments of Insurance and Motor Vehicles, we strongly endorse the message that the law is trying to convey — "IT DOESN'T PAY TO DRINK AND DRIVE."

Our newspapers remind us daily of the tragic consequences of drinking and driving — yet deaths, injuries and property damage accidents attributed to alcohol-impaired driving continue to be a serious problem in New York State. In fact, studies consistently reveal that alcohol is a contributing factor in more than 40% of all motor vehicle accidents in which someone is killed.

As part of numerous efforts under way to deter and reduce alcohol-related motor vehicle accidents and incidents, increased enforcement efforts to detect alcohol-impaired driving have resulted in a dramatic increase in alcohol-related arrests and convictions during the past two years. Also, New York State has passed laws increasing penalties for conviction of operating a motor vehicle while under the influence of alcohol or drugs — penalties which result in severe legal and financial consequences.

Please take a few minutes to familiarize yourself and any member of your household who may drive your car with this important information.

Thank you, and please remember: If you drink - don't drive!

### FACT SHEET

### PENALTIES FOR ALCOHOL/DRUG-RELATED DRIVING OFFENSES

AS OF APRIL 1, 1984

According to New York State Vehicle and Traffic Law, the following penalties will be imposed for convictions for the noted violations:

<u>VIOLATION</u>	<u>MANDATORY FINE</u>	<u>MAXIMUM JAIL TERM</u>	<u>MANDATORY ACTION AGAINST LICENSE</u>
<b>*DRIVING WHILE INTOXICATED (DWI)</b>			
First Violation	\$350-\$500	1 Year	Revoked at least 6 months
Two or More Violations in 10 Years	\$500-\$5000	4 Years	Revoked at least 1 Year
<b>DRIVING WHILE ABILITY IMPAIRED (DWAI)</b>			
First Violation	\$250	15 Days	Suspended 90 days
<b>**Two Violations in 5 Years</b>	\$350-\$500	30 Days	Revoked at least 6 months
Three Violations in 10 Years	\$500-\$1500	90 Days	Revoked at least 6 months if current violation occurred within 5 years of the previous violation
<b>CHEMICAL TEST REFUSAL</b>	—	—	Revoked at least 6 months Civil penalty - \$100
<b>CHEMICAL TEST REFUSAL with Prior Alcohol-Related Incident Within the Past 5 Years</b>	—	—	Revoked at least 1 Year Civil Penalty - \$250



\*DWI penalties also apply to violations of Driving with a .10 Percent of Alcohol in the Blood and Driving While Impaired by a Drug. Second or subsequent violations in ten years are felonies. However, the one-year revocation applies only if both violations were either DWI or Driving with a .10 Percent of Alcohol in the Blood, and not if one or both violations were Driving While Impaired by a Drug.

\*\*Applicable if a DWAI violation occurs within five years of any alcohol drug-related conviction.

- When your license is revoked by the Department of Motor Vehicles, you will be required to pay a \$35 reinstatement fee at the time of re-application, unless you participate in the New York State Alcohol and Drug Rehabilitation Program, known as the Drinking Driver Program (DDP). This fee is non-refundable even if your application is denied, and is in addition to any fines imposed by the courts.
- If you have been drinking or have been taking drugs and cause a death or serious injury as a result of a traffic accident, you may face felony charges of vehicular manslaughter or vehicular assault. Conviction of such a charge could result in a \$5,000 fine and/or up to seven years in prison.
- If you attend the Drinking Driver Program, you must pay an administrative fee of \$50 and a tuition fee of either \$75 or \$85, depending on the area of the State where you attend the program. In addition, if you are required to obtain an evaluation and/or treatment for alcohol-related problems, you must also pay for these additional services.
- If you drive while your license is suspended or revoked for DWI, DWAI, or for refusing a chemical test, you face a mandatory jail term of seven to 180 days and a mandatory fine of \$200-\$500.
- If you are under age 21, convicted of DWI or Driving While Ability Impaired by a Drug, and you do not complete the New York State DDP, your license will be revoked, at a minimum, for six months or until you are 21, whichever period is greater.
- If you are convicted of an alcohol-related offense outside of New York State, your license will be revoked in New York State for a minimum period of sixty days for a charge of Driving Under the Influence (DUI). This is in addition to any fines and/or jail sentences imposed by the court in the state in which the incident occurred, or any action against your "privilege" to drive in that state.

#### HOW MANY DRINKS MAKE YOU LEGALLY INTOXICATED?

In New York State you are legally intoxicated when your Blood Alcohol Content (B.A.C.) reaches .10%. You are Driving While Ability Impaired (DWAI) when the B.A.C. is between .05% and .09%.

- Any amount of drinking will affect your judgment and coordination. The degree of impairment depends on four basic factors:
  - (a) The amount you drink.
  - (b) Eating before or during your drinking as food will slow absorption of alcohol.
  - (c) Your body weight.
  - (d) The length of time spent drinking.
- One drink, whether a 12-ounce can of beer, a 5-ounce glass of wine, or a shot of 86 proof liquor all contain the same amount of alcohol. Your body metabolizes about one drink each hour. Only time will sober you up, not coffee, a walk, or a cold shower.

Therefore, if you consume more than one drink per hour, the likelihood is that you are at least DWAI if you weigh around 110 pounds and had 2 drinks or DWAI if you had 3 drinks and weigh 170 pounds or more. A rule of thumb for an average 140-160 pound person is a rise in B.A.C. of .02% per hour per drink.

- As an example, a 140 pound person who consumes 5 drinks in a two hour period will have a .08% B.A.C. (.02% is deducted for the passage of time). If no more alcohol is consumed by that individual, he or she may not safely drive for a minimum of 4 hours. Remember, any elevation in B.A.C. will impair your judgment and coordination.

**ALCOHOL/DRUG-RELATED CONVICTIONS AND  
- YOUR AUTOMOBILE INSURANCE POLICY**

- The suspension of your driver's license (or the driver's license of any person who customarily operates your automobile) can be cause for your insurance company to cancel or non-renew your automobile insurance policy.
- A conviction of driving while impaired or intoxicated through the use of alcohol or drugs will probably result in your insurance policy being non-renewed and in your inability to obtain insurance in an insurance company other than through the New York Automobile Insurance Plan (Assigned Risk Plan.)
- Under the Assigned Risk Plan, a conviction of operating a motor vehicle while intoxicated or impaired by the consumption of alcohol or drugs results in a 75% surcharge (increase) on your automobile insurance premiums for three years. Most automobile insurance companies will also surcharge (increase) your premiums substantially for any convictions or operating a motor vehicle while under the influence of alcohol or drugs.

**NO FAULT EXCLUSIONS**

- Another reason for not driving in an intoxicated condition or while your ability to operate a motor vehicle is impaired by the use of a drug is that no-fault benefits will not be available to you if your injuries resulted from your operation of the motor vehicle. Any basic economic loss incurred as the result of your own bodily injury would remain outside of the no-fault system. If you permit a non-DWI or non-DWAI to chauffeur you home, then full no-fault benefits will be available to all occupants of your motor vehicle.

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CNA's Personal Automobile Policy is underwritten by one of the following CNA Insurance Companies: American Casualty Company of Reading, Pennsylvania, National Fire Insurance Company of Hartford, or Valley Forge Insurance Company.

CNA's Universal Security Policy is underwritten by the Transcontinental Insurance Company.



For All the Commitments You Make®

## **NEW YORK MOTOR VEHICLE ACCIDENT PREVENTION COURSE DISCOUNT**

CNA offers a discount on your automobile premium for successfully completing a Motor Vehicle Accident Prevention Course which is approved and monitored by the New York Department of Motor Vehicles.

This discount will apply to your Bodily Injury, Property Damage, No-Fault and Collision premiums. It will be given to you for three years after completion of the course. If you have completed the course mid-term of the policy period, the discount will be applied at your next renewal and continue for three years.

The Department of Motor Vehicles has approved the Motor Vehicle Accident Prevention course of the sponsoring agencies listed below which are available to the general public:

American Association of Retired Persons  
55 Alive/Mature Driving  
PO Box 259 Little Neck Station  
Little Neck NY 11363  
(For drivers age 50 and over only—  
please send self-addressed stamped  
envelope for information)

Driver Training Associates, Inc.  
DTA's NY Accident Prevention Course  
45 East 33rd St Suite 207  
New York NY 10016  
Telephone: 212-481-0404 or  
800-243-2196  
518-765-4011 or 718-816-4721  
914-724-5825 or 716-735-9070

National Traffic Safety Institute  
Traffic Survival Workshop  
190 Rhine Avenue  
Staten Island NY 10304  
For Information Statewide:  
800-334-1441  
or 718-720-6868

Safety Training Programs, Inc.  
Crash Prevention Workshop  
PO Box 1328 FDR Station  
New York NY 10150  
Telephone: 212-737-6242  
or 718-706-8710  
716-648-5400-Ext. 276

National Safety Council  
Defensive Driving Course  
231 Salina Meadows Parkway  
Syracuse NY 13212  
Classes Statewide:  
800-962-3434

New York Safety Program  
471 86th Street  
Brooklyn NY 11209  
718-748-5252  
800-942-6874

**You will be eligible for the discount only if you are the principal operator of your vehicle. Contact your CNA Agent for more information. Your agent may tell you if you are eligible and arrange for your premium to be discounted.**

CNA's Personal Auto Policy and Universal Security Policy are underwritten by one of the following CNA Insurance Companies: American Casualty Company of Reading, Pennsylvania, Continental Casualty Company, National Fire Insurance Company of Hartford, Transcontinental Insurance Company, Transportation Insurance Company, or Valley Forge Insurance Company; CNA Plaza, Chicago, IL 60685.



For All the Commitments You Make®

## UNIVERSAL SECURITY POLICY AMENDMENT OF POLICY PROVISIONS—NEW YORK

### YOUR GUARANTEE TO US

The second through fourth sentences of this provision are replaced by the following:

We do not provide coverage for any **covered person**, whether before or after a loss, who has:

- a. Intentionally concealed or misrepresented any material fact or circumstance; or
- b. Engaged in fraudulent conduct relating to this insurance.

The Coverage Summary forms a part of this contract between you and us.

### PROPERTY COVERAGE—**MOTOR VEHICLES**

The following provisions are added and apply in place of any conflicting policy provision:

#### A. MANDATORY INSPECTION

1. We have the right to inspect any:
  - a. Private passenger auto; or
  - b. Pickup or van;which you insure or intend to insure for **MOTOR VEHICLES** coverage under this policy. This right applies only to the extent authorized by Regulation 79, as amended.
2. We do not provide **MOTOR VEHICLES** coverage for any additional or replacement vehicle you acquire until after you:
  - a. Notify us; and
  - b. Request coverage for that vehicle.

However, this provision (A.2i.) does not apply to a replacement vehicle for the 3 day period beginning on the date you become the owner if:

- a. You acquire the vehicle during the policy period; and
- b. We provide **MOTOR VEHICLES** coverage on the vehicle you replaced for at least 12 months prior to the date of replacement.

For each of the following which falls within the 3 day period, we will extend the period 1 day:

- a. Saturday;
  - b. Sunday; or
  - c. Legal holiday.
3. When we require an inspection you must;
    - a. Cooperate; and
    - b. Make the vehicle available for the inspection.

#### B. AUTO REPAIRS

When there is a loss to your **automobile** covered under **PROPERTY COVERAGE—MOTOR VEHICLES**, we:

1. May not:
  - a. Condition payment on repair;
  - b. Recommend, unless you request us to, nor require that repairs be made by a particular repair shop or concern. For loss confined solely to window glass, we may recommend or suggest a repair shop; and
2. Are entitled to the following:
  - a. A completed "Certification of Auto Repairs",
  - b. An Itemized repair bill prepared by the repairer, if your covered **automobile** is repaired; and

c. An inspection of your covered **automobile** whether or not you have it repaired.

**C. RECOVERY OF STOLEN OR ABANDONED AUTOS**

We have the right to take custody of your covered **automobile** for safekeeping when:

1. It is stolen or abandoned; and
2. We find out where it is.

**D. WAIVER OF COLLISION DEDUCTIBLE**

When there is a loss to your covered **automobile** insured for Collision Coverage, no deductible will apply if the loss was caused by a "collision" with another auto insured by us.

**E. PAYMENT OF LOSS**

We may pay for loss or the cost to repair, or replace the damaged or stolen property. We may, at our expense, return any stolen or damaged property to:

1. You; or
2. The address shown in this policy.

If we return stolen property, we will pay for any damage resulting from the loss. We may keep at an agreed or appraised value all or part of:

1. The stolen property; or
2. Property we determine to be a total loss or a constructive total loss.

When there is a loss to your covered **automobile** under this Part, we may not recommend, unless you request us to, nor require that repairs be made by, a particular repair shop or concern.

**ADDITIONAL PROPERTY COVERAGES**

With reference to the following coverages:

**Mortgage Extra Expense.** Item 1. in the Elite and Deluxe policies.

**Additional Living Expense.** Item 2. in the Elite and Deluxe policies; Item 1. in the Special policy.

**Fair Rental Value.** Item 3. in the Elite and Deluxe policies; Item 2. in the Special policy.

**Civil Authority.** Item 4. in the Elite and Deluxe policies; Item 3. in the Special policy.

**Debris Removal.** Item 5. in the Elite and Deluxe policies; Item 4. in the Special policy. The \$500 limit for tree removal.

**Cost of Temporary Repairs.** Item 6. in the Elite and Deluxe policies; Item 5. in the Special policy.

**Building Ordinance Increased Costs.** Item 7. in the Elite and Deluxe policies.

**Personal Home Computer and Data Records Coverage.** Item 9. in the Elite and Deluxe policies. The \$1,000 limit for data recreation.

**Rental Reimbursement.** Item 8. in the Elite and Deluxe Policies.

**Reward Coverage.** Item 10. in the Elite and Deluxe policies.

**Fire Department Service Charge.** Item 11. in the Elite and Deluxe policies; Item 6. in the Special policy.

**Loss Assessment.** Item 14. in the Elite and Deluxe policies; Item 9. in the Special policy. The stated limit is the most we will pay with respect to any one loss, regardless of the number of assessments.

**Towing.** Item 15. in the Elite and Deluxe policies; Item 10. in the Special policy.

**Refrigerated Products.** Item 16. in the Elite and Deluxe policies, Item 11. in the Special policy.

**Trees and Shrubs.** Item 18. in the Elite and Deluxe policies, Item 13. in the Special policy.

**Substitute Transportation.** Item 19. in the Elite and Deluxe policies.

The limits specified in these provisions are in addition to the policy limit of liability.

**PROPERTY LOSSES WE DO NOT COVER**

For **real property** and **tangible personal property**, the statement:

"The following types of losses are excluded:"

is deleted and the following substituted:

We do not insure for loss caused directly or indirectly by any of the following. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss.

Exclusions 1-4, 5.e & f in the Elite contract and Exclusions 1-3, 4.e & f in the Deluxe and Special contracts apply to **real property, tangible personal property** and **boats**.

Exclusions 5. a-d & g, in the Elite contract and Exclusions 4. a-d & g in the Deluxe and Special contracts apply to **real property, tangible personal property, motor vehicles** and **boats**.

Exclusions 6 -12 and 14. in the Elite contract and Exclusions 5 -11 and 13. in the Deluxe and Special contracts apply to **real property** and **tangible personal property** only.

Exclusion 14. in the Elite contract and Exclusion 13. in the Deluxe and Special contracts apply to **real property, tangible personal property, motor vehicles** and **boats**.

Item 6. **Earth Movement** is deleted and the following substituted:

6. **Earth Movement.** Meaning any loss caused by, resulting from, contributed to or aggravated by earthquake; landslide; mudflow; earth sinking, rising or shifting; volcanic eruption meaning the eruption, explosion or effusion of a volcano; unless direct loss by:

1. Fire;
2. Explosion other than the explosion of a volcano; or
3. Breakage of glass or safety glazing material; ensues and then we will pay only for the ensuing loss.

This exclusion does not apply to loss by theft.

#### PERSONAL LIABILITY COVERAGE

The following amendment is added to the first paragraph:

In addition to our limit of liability, we will pay all defense costs we incur.

The following amendment applies to **motor vehicles** only.

A. If the limit of liability shown in the Coverage Summary is equal to or greater than \$200,000, the second paragraph is replaced by the following:

The Personal Liability limit shown in the coverage summary is our maximum limit of liability for all damages, resulting from any one auto **accident**. We will apply the limit of liability to first provide the separate limits required by the laws of New York for:

1. **Bodily injury** not resulting in death of any one person in any one auto **accident**;
2. **Bodily injury** not resulting in death of two or more people in any one auto **accident**; and
3. **Bodily injury** resulting in death of any one person in any one auto **accident**;
4. **Bodily injury** resulting in death of two or more people in any one auto **accident**; and
5. **Property damage** in any one auto **accident**.

This provision will not change our total limit or liability. This is the most we will pay regardless of the number of:

1. **Covered persons**;
2. Claims made;
3. **Motor vehicles** or premiums shown in the Coverage Summary; or
4. **Motor vehicles** involved in the auto **accident**.

B. If the limit of liability shown in the Coverage Summary is less than \$200,000, the second paragraph is replaced by the following:

The Personal Liability Limit shown in the Coverage Summary for this coverage is our maximum limit of liability for all damages resulting from any one auto **accident**, except those damages for **bodily injury** resulting in death. We will apply the limit of liability to first provide the separate limits required by the laws of New York for:

1. **Bodily injury** not resulting in death of any one person in any one auto **accident**;
2. **Bodily injury** not resulting in death of two or more people in any one auto **accident**; and
3. **Property damage** in any one auto **accident**.

This provision will not change our total limit or liability.

In addition, our limit of liability for **bodily injury** resulting in death is as follows:

1. Up to \$50,000 for **bodily injury** resulting in death of any one person in any one auto **accident** and
2. Up to \$100,000 for **bodily injury** resulting in death of two or more people in any one auto **accident** subject to a \$50,000 maximum for any one person.

If the limit of liability shown in the Coverage Summary is not exhausted by payment of damages for:

1. **Bodily injury** not resulting in death; or
2. **Property damage;**

any remaining amounts will be used to pay damages for **bodily injury** resulting in death, to the extent the limit of liability shown in the Coverage Summary is not increased.

The amounts provided in this entire provision are the most we will pay regardless of the number of:

1. **Covered persons;**
2. Claims made;
3. Vehicles or premiums shown in the Coverage Summary; or
4. Vehicles involved in the auto **accident**.

#### **ADDITIONAL LIABILITY COVERAGES**

1. **Credit Cards, Fund Transfer Cards, Forgery and Counterfeit Money.**

The following statement is deleted:

"We do not cover use of a credit card or fund transfer card if a **covered person** has not complied with all terms and conditions under which the cards are issued."

7. **Other Payments We Make**

Paragraph a. (1) and (5) are replaced by the following:

- (1) Provide a defense at our expense by counsel of our choice. We may make any investigation and settle any claim or suit that we decided is appropriate. This applies even if the claim or suit is groundless.
- (5) Expenses incurred by us and all costs taxed against a **covered person** in any suit we defend.

The following provision is added:

- (6) Expenses incurred by a **covered person** for first aid to others at the time of the **automobile accident**.

The last paragraph of this provision is deleted.

#### **MEDICAL EXPENSE COVERAGE**

**Medical Expense** coverage does not apply:

1. To any **accident** caused by a **motor vehicle**; and
2. If sustained by you or any **covered person** or a person **occupying** your **motor vehicle** to which Personal Injury Protection applies; or
3. Unless the applicable Personal Injury Protection limit has been exhausted.

#### **UNINSURED/UNDERINSURED MOTORIST COVERAGE**

##### **ARBITRATION**

Paragraph b. of the second paragraph of this provision is replaced by the following:

- b. The amount of damages. This applies only if the amount does not exceed the minimum limit for bodily injury liability specified by the financial responsibility law of New York. If the amount exceeds that limit, either party may demand the right to a trial only with respect to the issue of amounts of damages above that limit. This demand must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding.

The following provision is added:

We do not provide Uninsured Motorist coverage for **bodily injury** from **motor vehicle accidents** sustained by any person to the extent that coverage is provided by Automobile Indemnification Coverage—New York.

## OPTIONAL EXCESS LIABILITY COVERAGE

Excess Defense Coverage. The last paragraph of this provision is deleted.

## LIABILITY, UNINSURED/UNDERINSURED MOTORISTS, AND MEDICAL EXPENSE LOSSES WE DO NOT COVER

Exclusion 1. applies only to Optional Excess Liability Coverage.

Exclusions 2., 3., 6., 7., 8., 10. and 11. apply only to other than **motor vehicles**.

Exclusions 4. and 9. apply only to **motor vehicles**.

Exclusion 6. is deleted for **motor vehicles only**.

The following **motor vehicles** Exclusions are added:

We do not provide Personal Liability Coverage for any person:

For **bodily injury** to the spouse of that person. However, we will provide Personal Liability Coverage for a spouse if named as a third party defendant in a legal action commenced by his or her spouse against another party.

For liability assumed under any contract or agreement for loss or damage in excess of \$2,000 to any vehicle:

- a. Rented to;
- b. Used by; or
- c. In the care of;

that person. This exclusion does not apply to damages for which a person is legally responsible, other than by contract or agreement.

## THINGS WE DO NOT COVER

For **motor vehicles** only, Exclusions 1. and 8. are deleted and replaced by the following:

1. **EXPECTED INJURY OR DAMAGES.** Liability for any person who intentionally causes, or directs another person to cause, **bodily injury or property damage**.
4. **Medical Expenses.** Subsection c. (1) of this provision is deleted.
8. **RACING.** Loss, excluding Personal Liability, from **accidents** occurring while you or any **covered person** is participating in an organized or pre-arranged speed contest or race as an operator or **occupant** of a **motor vehicle**.

Exclusions 2., 3., 5., and 7. are not applicable to **motor vehicles**.

For **motor vehicles** only, the following provision is added:

**Federal Employees Using Autos in Government Business.** If this policy is issued to a federal employee using an auto in government business, the following are not covered persons under "Personal Liability Coverage":

1. The United States of America or any of its agencies.
2. Any person with respect to **bodily injury or property damage** resulting from the operation of an auto by that person as an employee of the United States Government. This applies only to the extent that coverage and protection are provided pursuant to Section 2679 of Title 28 of the United States Code.

## HOW WE SETTLE PROPERTY CLAIMS AND WHAT YOU MUST DO

Item 4. **Your Duties After Loss.** This provision is deleted.

Item 5. **Who We Pay.** This provision is deleted and the following substituted:

5. **Who We Pay.** We will adjust all losses with you. We will pay you unless some other person is named in the policy or is legally entitled to receive payment. Losses will be payable 60 days after we receive your proof of loss and:
  - a. Reach an agreement with you;
  - b. There is an entry of a final judgement; or
  - c. There is a filing of an appraisal award with us.

Item 5. **Who We Pay** does not apply to **motor vehicles**.

Item 6. **Mortgage Clause** does not apply to **motor vehicles**.

The following provision is added for **real property** and **tangible personal property**:

9. **Suit Against Us.** No action shall be brought unless there has been compliance with the policy provisions and the action is started within two years after the **accident** causing loss or damage.



## HOW WE SETTLE LIABILITY CLAIMS AND WHAT YOU MUST DO

Item 1. **Limit of Liability.** This provision is deleted.

Item 3. **Your Duties After Loss.** This provision is deleted for **motor vehicles**.

For other than **motor vehicles**, the first paragraph and subsection a. are deleted and replaced by the following:

3. **Your Duties After Loss.** In case of an **accident** or occurrence, the **covered person** or someone acting for the **covered person** will perform the following duties that apply. You will help us by seeing that these duties are performed. Any written notice given by any claimant to us or any of our agents in this state containing particulars sufficient to identify the **covered person**, will be deemed notice to us.

a. give written notice to us or any of our agents in this state as soon as is practical, which sets forth:

- (1) The identity of the policy and **covered person**;
- (2) Reasonably available information on the time, place and circumstances of the **accident** or **occurrence**; and
- (3) Names and addresses of any claimants and witnesses;

Item 4. **Duties of an Injured Person.** Paragraph a. is deleted and replaced by the following:

a. Give us or any of our agents in this state written proof of claim, under oath if required, as soon as is practical; and

Item 4. This provision does not apply to **motor vehicle** losses.

## OTHER PROVISIONS YOU AND WE AGREE TO

Item 3. **Termination** is deleted and the following substituted:

**Cancellation.** This policy may be canceled during the policy period as follows:

1. You may cancel by:

- a. Returning this policy to us; or
- b. Giving us advance written notice of the date cancellation is to take effect.

2. We may cancel by mailing to you at the address shown on the coverage summary:

- a. At least 15 days notice of cancellation is for non-payment of premium; or
- b. At least 30 days notice in all other cases.

If we cancel during the first 60 days this policy is in effect, our notice of cancellation will state or include the reason for cancellation.

3. After this policy is in effect for 60 days, or if this is a renewal or continuation policy, we will (subject to the laws of New York) cancel only:

- a. For nonpayment of premium;
- b. If your driver's license or that of any driver who customarily uses your covered **motor vehicle** has been suspended or revoked. This provision:

(1) does not apply to:

- (a) A suspension issued under Section 510 (b) (1) of the vehicle and traffic law; or
- (b) 1 or more administrative suspensions from the same incident which terminate prior to the effective date of cancellation.

(2) Applies only to a suspension or revocation that occurred:

- (a) During the policy period; or
- (a) Since the last anniversary of the original effective date if the policy period is other than one year.

c. For discovery of fraud or material misrepresentation in:

- (1) Obtaining the policy; or
- (2) Presenting a claim.

But if we cancel for the above **motor vehicle** reason we will offer continued property coverage if none of the following exist:

- (a) Conviction of a crime arising out of acts increasing the hazard insured against;
- (b) Discovery of fraud or material misrepresentation in obtaining the policy or in presentation of a claim thereunder;
- (c) Discovery of willful or reckless acts or omissions increasing the hazard insured against;
- (d) Physical changes in the property insured occurring after issuance or last annual anniversary date of the policy which result in the property becoming uninsurable in accordance with our objective, uniformly applied underwriting standards in effect at the time the policy was issued or last voluntarily renewed; or
- (e) A determination by the Superintendent of Insurance that the continuation of the policy would violate or would place us in violation of the laws of New York.

If we cancel for any of the above **property** reasons we will offer continued **motor vehicle** coverage if no **motor vehicle** cancellation reason as outlined in this provision exists.

- 4. Our right to cancel applies to each and every coverage or limit afforded under this policy.
- 5. If we have the right to cancel, we may, instead of cancelling this policy, amend the limits of liability or reduce coverage not required by law. If we take this action, we will notify you by mail at least 20 days prior to the date of such change.

#### **Nonrenewal**

- 1. If this policy is not renewed or continued, it will be subject to the laws of New York (Insurance Law Section 3425) and notice mailed to the named insured shown in the Coverage Summary.
- 2. If we have the right not to renew or continue this policy, we may instead amend the limits of liability or reduce coverage not required by law. This applies only if we mail notice to the named insured shown in the Coverage Summary.
- 3. The notice required by the first two paragraphs of this section must be mailed to the address shown in this policy at least 45 but not more than 60 days before the end of the policy period and state or include the reason for our action.
- 4. We are not required to mail notice of nonrenewal to the named insured shown in the Coverage Summary if we are given written notice that this policy has been replaced or is no longer wanted.

This written notice may be given to us by you, another insurer or your representative.

#### **Other Termination Provisions**

- 1. We may deliver any notice instead of mailing it. A United States Postal Service Certificate of Mailing shall be sufficient proof of notice. **Delivery of such written notice by us to you at the mailing address shown in the coverage summary or at a forwarding address shall be equivalent to mailing.**
- 2. If this policy is canceled, you may be entitled to a premium refund. If so, we will send you the refund. The premium refund, if any, will be pro rata. However, making or offering to make the refund is not a condition of cancellation.
- 3. The effective date of cancellation stated in the notice shall become the end of the policy period.
- 4. Any notice of termination will include the reason(s) for our action.

The following provision is added:

#### **Notice**

Notice to our authorized agent shall be deemed notice to us. In addition, any written notice given by or on behalf of any claimant to our authorized agent, containing particulars sufficient to identify you, shall be deemed notice to us.

The following provision is added:

#### **13. Duties After An Accident Or Loss.**

**FOR MOTOR VEHICLES ONLY:**

#### **GENERAL DUTIES**

We must be notified promptly of how, when and where the **accident** or loss happened. Notice should also include the names and addresses of any injured persons and of any witnesses.

A person seeking any coverage must:

- 1. Cooperate with us in the investigation, settlement or defense of any claim or suit.

2. Promptly send us copies of any notices or legal papers received in connection with the **accident** or loss.
3. Submit, as often as we reasonably require, to physical exams by physicians we select. We will pay for these exams.
4. Authorize us to obtain:
  - a. Medical reports; and
  - b. Other pertinent records.
5. Submit a proof of loss when required by us.
6. With the exception of first aid to others, not voluntarily make any payment, assume any obligation or incur any expense.

#### **ADDITIONAL DUTIES FOR UNINSURED MOTORISTS COVERAGE**

A person seeking Uninsured Motorists Coverage must also:

1. Promptly notify the police if a hit and run driver is involved.
2. Promptly send us copies of the legal papers if a suit is brought.

#### **ADDITIONAL DUTIES FOR COVERAGE FOR DAMAGE TO YOUR MOTOR VEHICLE**

A person seeking Coverage for Damage to Your Auto must also:

1. Take reasonable steps after loss to protect your covered **motor vehicle** and its equipment from further loss. We will pay reasonable expenses incurred to do this.

#### **ADDITIONAL DUTIES FOR COVERAGE FOR DAMAGE TO YOUR MOTOR VEHICLE (Cont.)**

2. Promptly notify the police if your covered **motor vehicle** is stolen.
3. Permit us to inspect and appraise the damaged property before its repair or disposal.

#### **FOR OTHER THAN **MOTOR VEHICLES**:**

##### **GENERAL DUTIES FOR PROPERTY LOSSES**

In case of a loss you agree to see that the following are done:

1. Tell us or our agent as soon as possible, and in the case of crime also tell the police. In case of loss under Credit Card or Fund Transfer Coverage, also tell the issuing company.
2. Protect the property from further damage, and keep a record of the expenses.
3. Show us or our representatives the damaged property as often as necessary.
4. As often as we reasonably require:
  - (1) Provide us with records and documents we request and permit us to make copies; and
  - (2) Submit to examination under oath and subscribe the same.
5. Submit to us, within 60 days after we request, your signed, sworn proof of loss which sets forth, to the best of your knowledge and belief:
  - (1) The time and cause of loss;
  - (2) Your interest and the interest of all others in the property involved and all encumbrances on the property;
  - (3) Other insurance which may cover the loss;
  - (4) Changes in title or occupancy of the property during the term of the policy;
  - (5) Specifications of any damaged building and detailed estimates for repair of the damage;
  - (6) An inventory of damaged personal property described in item 3;
  - (7) Receipts for additional living expenses incurred and records supporting the fair rental value loss;
  - (8) Evidence or affidavit supporting a claim under the Credit Card, Fund Transfer Cards, Forgery and Counterfeit Money coverage, stating the amount and cause of loss.

## **DEFINITIONS**

**"Occupying"** item 15. in the Elite and Deluxe contracts and item 11. in the Special contract is deleted and replaced by the following:

**"Occupying"** means: in; upon; getting in, on, out or off; and, loading or unloading.

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**UNIVERSAL SECURITY POLICY  
PERSONAL INJURY PROTECTION COVERAGE—NEW YORK**

The Company agrees with the named insured as follows:

**SECTION I**

**MANDATORY PERSONAL INJURY PROTECTION**

The Company will pay first-party benefits to reimburse for basic economic loss sustained by an eligible injured person on account of **personal injuries** caused by an **accident** arising out of the use or operation of a **motor vehicle** or **motorcycle** during the policy period. This coverage applies only to **motor vehicle accidents** which occur on or after December 1, 1977 and **motorcycle accidents** which occur on or after July 22, 1982, and within the United States of America, its territories or possessions, or Canada.

**FIRST-PARTY BENEFITS**

First-party benefits, other than death benefits, are payments equal to basic economic loss, reduced by the following:

- (a) 20 percent of the eligible injured person's loss of earnings from work to the extent that an eligible injured person's basic economic loss consists of such loss of earnings;
- (b) amounts recovered or recoverable on account of **personal injury** to an eligible injured person under State or Federal laws providing social security disability or workers' compensation benefits, or disability benefits under article nine of the New York Workers' Compensation Law.
- (c) the amount of any applicable deductible, provided that such deductible shall apply to each **accident**, but only to the total of first party benefits otherwise payable to the named insured and any relative as a result of that **accident**.

**BASIC ECONOMIC LOSS**

Basic economic loss shall consist of medical expense, work loss, other expense and, when death occurs, a death benefit as herein provided. Except for such death benefit, basic economic loss shall not include any loss sustained on account of death. Basic economic loss of each eligible injured person on account of any single accident shall not exceed \$50,000 except that any death benefit hereunder shall be in addition thereto.

**MEDICAL EXPENSE**

Medical expense shall consist of necessary expenses for:

- (a) medical, hospital, surgical, nursing, dental, ambulance, x-ray, prescription drug and prosthetic services;
- (b) psychiatric, physical and occupational therapy and rehabilitation;
- (c) any non-medical remedial care and treatment rendered in accordance with a religious method of healing recognized by the laws of New York; and
- (d) any other professional health services.

These medical expenses will not be subject to a time limitation, provided that within one year after the date of the accident it is ascertainable that further medical expenses may be sustained as a result of the injury. Payments hereunder for necessary medical expenses shall be subject to the limitations and requirements of Section 5108 of the New York Insurance Law.

**WORK LOSS**

Work loss shall consist of the sum of the following losses and expenses, up to a maximum payment of \$1,000 per month for a period of three years from the date of the **accident**:

- (a) loss of earnings from work which the eligible injured person would have performed had such person not been injured, except that an employee who is entitled to receive monetary payments, pursuant to statute or contract with the employer, or who receives voluntary monetary benefits paid for by the employer, by reason of such employee's inability to work because of **personal injury** arising out of the use or operation of a **motor vehicle** or a **motorcycle**, shall not be entitled to receive first-party benefits for loss of earnings from work to the extent that such monetary payments or benefits from the employer do not result in the employee suffering a reduction in income or a reduction in such employee's level of future benefits arising from a subsequent illness or injury; and

- (b) reasonable and necessary expenses sustained by the eligible injured person in obtaining services in lieu of those which such person would have performed for income.

#### OTHER EXPENSES

Other expenses shall consist of all reasonable and necessary expenses, other than medical expense and work loss, up to \$25 per day for a period of one year from the date of the **accident** causing injury.

#### DEATH BENEFIT

Upon the death of any eligible injured person, caused by an accident to which this coverage applies, the Company will pay to the estate of such person a death benefit of \$2,000.

#### ELIGIBLE INJURED PERSON

Subject to the exclusions and conditions set forth below, an eligible injured person is:

- (a) The named insured and any relative who sustains **personal injury** arising out of the use or operation of any **motor vehicle**;
- (b) The named insured and any relative who sustains **personal injury** arising out of the use or operation of any **motorcycle**, while not **occupying a motorcycle**;
- (c) any other person who sustains **personal injury** arising out of the use or operation of the insured **motor vehicle** in the State of New York while not **occupying** another **motor vehicle**; or
- (d) any other person who sustains **personal injury** arising out of the use or operation of the insured **motor vehicle** outside of New York State while not **occupying** another **motor vehicle**.

#### EXCLUSIONS

This coverage does not apply to **personal injury** sustained by:

- (a) the named insured or relative while **occupying**, or while a pedestrian through being struck by, any **motor vehicle** owned by the named insured with respect to which the coverage required by the New York Comprehensive Motor Vehicle Insurance Reparations Act is not in effect;
- (b) any relative while **occupying**, or while a pedestrian through being struck by, any **motor vehicle** owned by the relative with respect to which the coverage required by the New York Comprehensive Motor Vehicle Insurance Reparations Act is not in effect;
- (c) the named insured or relative while **occupying**, or while a pedestrian through being struck by, a **motor vehicle** in New York State, or other than the insured **motor vehicle**, with respect to which the coverage required by the New York Comprehensive Motor Vehicle Insurance Reparations Act is in effect; however this exclusion does not apply to **personal injury** sustained in New York State by the named insured or relative while **occupying** a bus or school bus, as defined in Sections 104 and 142 of the New York Vehicle and Traffic Law, unless that person is the operator, an owner, or an employee of the owner or operator, of such bus or school bus;
- (d) any person while **occupying a motorcycle**;
- (e) any person who intentionally causes his own **personal injury**;
- (f) any person as a result of operating a **motor vehicle** while in an intoxicated condition or while his ability to operate such vehicle is impaired by the use of a drug (within the meaning of Section 1192 of the New York Vehicle and Traffic law); or
- (g) any person while:
  - (i) committing an act which would constitute a felony, or seeking to avoid unlawful apprehension or arrest by a law enforcement officer;
  - (ii) operating a **motor vehicle** in a race or speed test; or
  - (iii) operating or **occupying a motor vehicle** known to him to be stolen;
  - (iv) repairing, servicing or otherwise maintaining a **motor vehicle** if such conduct is within the course of a **business** of repairing, servicing or otherwise maintaining a **motor vehicle** and the injury occurs on the **business** premises.
- (h) the named insured or relative while not **occupying a motor vehicle** or a **motorcycle** when struck by a **motorcycle** in New York State with respect to which the coverage required by the New York Comprehensive Motor Vehicle Insurance Reparations Act is in effect;
- (i) any New York State resident other than the named insured or relative injured through the use of operation of the insured **motor vehicle** outside of New York State if such resident is the owner or a relative of the owner of a **motor vehicle** insured under another policy providing the coverage required by the New York Comprehensive Motor Vehicle Insurance Reparations Act;

- (j) Any New York State resident other than the named insured or relative injured through the use or operation of the insured **motor vehicle** outside of New York State if such resident is the owner of a **motor vehicle** for which the coverage required by the New York Comprehensive Motor Vehicle Insurance Reparations Act is not in effect.

#### OTHER DEFINITIONS

When used in reference to this coverage:

- (a) the insured **"motor vehicle"** means a motor vehicle owned by the named insured and to which the bodily injury liability insurance of this policy applies and for which a specific premium is charged;
- (b) **"motorcycle"** means a vehicle as defined in section 123 of the New York Vehicle and Traffic Law, and which is required to carry financial security pursuant to article 6, 8, or 48-A of the Vehicle and Traffic Law;
- (c) **"motor vehicle"** means a **motor vehicle**, as defined in Section 311 of the New York Vehicle and Traffic Law, and also includes fire and police vehicles, but shall not include any motor vehicle not required to carry financial security pursuant to article 6, 8, or 48-A of the Vehicle and Traffic Law or a **motorcycle** as defined above;
- (d) **"named insured"** means the person or organization named in the coverage summary;
- (e) **"occupying"** means in or upon or entering into or alighting from;
- (f) **"personal injury"** means **bodily injury**, sickness or disease;
- (g) **"relative"** means a spouse, child, or other person related to the named insured by blood, marriage, or adoption (including a ward or foster child), who regularly resides in your household, including any such person who regularly resides in the household, but is temporarily living elsewhere; and
- (h) **"use or operation"** of a **motor vehicle** or **motorcycle** includes the loading or unloading of such vehicle.

#### CONDITIONS

**Action Against Company.** No action shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance with the terms of this coverage.

**Notice.** In the event of an **accident**, written notice setting forth details sufficient to identify the eligible injured person, along with reasonably obtainable information regarding the time, place and circumstances of the accident, shall be given by, or on behalf of, each eligible injured person, to the Company, or any of the Company's authorized agents, as soon as reasonably practicable, but in no event more than 90 days after the date of the accident, unless the eligible injured person submits written proof that it was impossible to comply with such time limitation due to specific circumstances beyond such person's control. If an eligible injured person or his legal representative institutes a proceeding to recover damages for personal injury under section 5104(b) of the New York Insurance Law, a copy of the summons and complaint or other process served in connection with such action shall be forwarded as soon as practicable to the Company or any of the Company's authorized agents by such eligible injured person or his legal representative.

**Proof of Claim; Medical and Earnings Reports.** As soon as reasonably practicable, but in the case of health service expenses, no later than 180 days after the date services are rendered or 180 days after the date written notice was given to the Company, whichever is later, unless the eligible injured person submits written proof that it was impossible to comply with such time limitation due to specific circumstances beyond such person's control, the eligible injured person or someone on his behalf shall give to the Company written proof of claim, including full particulars of the nature and extent of the injuries and treatment received and contemplated. Upon request by the Company the eligible injured person or someone on his behalf shall:

- (a) execute a written proof of claim under oath;
- (b) provide authorization that will enable the Company to obtain medical records; and
- (c) provide any other pertinent information that may assist the Company in determining the amount due and payable.

The eligible injured person shall submit to medical examination by physicians selected by, or acceptable to, the Company, when, and as often as, the Company may reasonably require.

**Arbitration.** In the event any person making a claim for first-party benefits and the Company do not agree regarding any matter relating to the claim, such person shall have the option of submitting such disagreement to arbitration pursuant to procedures promulgated or approved by the Superintendent of Insurance.

**Reimbursement and Trust Agreement.** To the extent that the Company pays first-party benefits, the Company is entitled to the proceeds of any settlement or judgment resulting from the exercise of any right of recovery for damages for personal injury under section 5104(b) of the New York Insurance Law. The Company shall have a lien upon any such settlement or judgment to the extent that the Company has paid first-party benefits. An eligible injured person shall:

- (a) hold in trust, for the benefit of the Company, all rights of recovery which he shall have for **personal injury** under section 5104(b) of the New York Insurance Law;
- (b) do whatever is proper to secure, and shall do nothing to prejudice, such rights; and
- (c) execute, and deliver to the Company, instruments and papers as may be appropriate to secure the rights and obligations of such person and the Company established by this provision.

An eligible injured person shall not compromise an action to recover damages brought under section 5104(b) of the New York Insurance Law except:

- (a) with the written consent of the Company; or
- (b) with approval of the court; or
- (c) where the amount of the settlement exceeds \$50,000.

**Other Coverage.** Where more than one source of first-party benefits required by article 51 of the New York Insurance Law and article VI or VIII of the New York Vehicle and Traffic Law is available and applicable to an eligible injured person in any one **accident**, this Company is liable to an eligible injured person only for an amount equal to the maximum amount that the eligible injured person is entitled to recover under this coverage, divided by the number of available and applicable sources of required first party benefits. An eligible injured person shall not recover duplicate benefits for the same elements of loss under this coverage or any other mandatory first party automobile or no fault automobile insurance coverage issued in compliance with the laws of another state. If the eligible injured person is entitled to benefits under any such mandatory first-party automobile or no-fault automobile insurance for the same elements of loss under this coverage, this Company shall be liable only for an amount equal to the proportion that the total amount available under this coverage bears to the sum of the amount available under this coverage and the amount available under such other mandatory insurance of the common elements of loss. However, where another state's mandatory first party or no-fault automobile insurance law provides unlimited coverage available to an eligible injured person for an element of loss under this coverage, the obligation of this Company is to share equally for that element of loss with such other mandatory insurance until the \$50,000 limit of this coverage is exhausted by the payment of that element of loss and any other elements of loss.

## SECTION II

### EXCESS COVERAGE

If automobile medical payments coverage or any disability coverages or uninsured motorists coverage are afforded under this policy, such coverages shall be excess insurance over the mandatory or additional personal injury protection benefits paid or payable, or which would be paid or payable but for the application of a deductible under this or any other automobile no-fault insurance policy.

## SECTION III

### CONSTITUTIONALITY

If it is conclusively determined by a court of competent jurisdiction that the New York Comprehensive Motor Vehicle Insurance Reparations Act, or any amendment thereto, is invalid or unenforceable in whole or in part, then, subject to the approval of the Superintendent of Insurance, the Company may amend this policy and may also recompute the premium for the existing or amended policy.

These amendments and recomputations will be effective retroactively to the date that such Act or any amendment is deemed to be invalid or unenforceable in whole or in part.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.





<b>OPERATOR CLASS</b> (Identifies Age, Sex, Marital Status and Driver Training Status)	
<b>2nd and 3rd Digits</b>	<b>Definitions</b>
<b>No Youthful Operator</b>	<b>Youthful Unmarried Male, Not Owner or Principal Operator</b>
13 Only Operator Female Age 30 to 49 12 Only Operator Male Age 30 to 49 01 Principal Operator Age 50 to 64 02 Principal Operator Age 65 to 74 03 Principal Operator Age 75 or Over 11 All Other	51 Age 17, or less, Without Driver Training 52      18 53      19 54      20  56 Age 17, or less, with Driver Training 57      18 58      19 59      20  61 Age 21 thru 24, With or Without Driver Training
<b>Youthful Unmarried Female</b>	<b>Youthful Unmarried Male, Owner or Principal Operator</b>
21 Age 17, or less, Without Driver Training 22      18 23      19 24      20  26 Age 17, or less, with Driver Training 27      18 28      19 29      20  46 Age 21 thru 24, With or Without Driver Training	71 Age 17, or less, Without Driver Training 72      18 73      19 74      20  76 Age 17, or less With Driver Training 77      18 78      19 79      20  81 Age 21 thru 24, With or Without Driver Training 91      25 thru 29
<b>Youthful Married Male</b>	
31 Age 17, or less Without Driver Training 32      18 33      19 34      20  36 Age 17, or less, with Driver Training 37      18 38      19 39      20  41 Age 21 thru 24, With or Without Driver Training	

<b>USE CLASS</b> (Identifies the Way In Which the Car is Used)		
<b>4th Digits</b>	<b>Definitions</b>	
	<b>Youthful Operator</b>	<b>More than one car insured</b>
<b>1</b> Pleasure Use <b>2</b> Work Less than 15 Miles <b>3</b> Work 15 or More Miles <b>8</b> Business Use <b>9</b> Farm Use		<b>Principal Operator Licensed For:</b>  <b>8</b> Less Than One Year <b>6</b> Less Than Two Years <b>4</b> Less Than Three Years <b>2</b> Three Years or More
	<b>Youthful Operator</b>	
<b>1</b> Pleasure Use  <b>2</b> Drive to Work or Business		<b>SAFE DRIVERS SUB-CLASS</b> (Identifies points accumulated under the Safe Driver Insurance Plan)
	<b>PRINCIPAL OPERATOR EXPERIENCE CLASS</b> (Identifies number of years principal operator licensed and number of cars insured)	<b>6th Digit</b> <b>Number of Points</b>
<b>5th Digit</b> <b>Only one car insured</b>		<b>0</b> No Points <b>1</b> One Point <b>2</b> Two Points <b>3</b> Three Points <b>4</b> Four Points or More <b>9</b> Plan not written
	<b>Principal Operator Licensed For:</b> <b>7</b> Less Than One Year <b>5</b> Less Than Two Years <b>3</b> Less Than Three Years <b>1</b> Three Years or More	

**NOTE:** If the 6th Digit is 1, 2, 3, or 4, the premium reflects a surcharge for accidents and/or convictions under the Safe Driver Insurance Plan. The last section of this form will explain any such surcharge made under this Plan. If the auto is driven to or from work 15 or more miles by certain youthful operators, the applicable Classification Code is 8113 \_\_\_\_\_. If the auto is used for business by certain youthful operators, the applicable Classification Code is 8118 \_\_\_\_\_. If you have any questions, please contact your agent or us.

**I. Definitions**

- A. BUSINESS USE** means that the use of the auto is required by or customarily involved in the duties of the applicant or any other person customarily operating the auto, in an occupation, profession or business, other than going to or from the principal place of occupation, profession or business.
- B. FARM USE** means the auto is principally garaged on a farm or ranch; and
1. it is not customarily used in going to or from work other than farming or ranching or driving to or from school; and
  2. it is not customarily used in any occupation other than farming or ranching.
- C. PLEASURE USE** means:
1. no BUSINESS USE.
  2. personal use including driving to or from work or school:
    - (a) less than 3 road miles one way; and
    - (b) 3 or more, but less than 15, road miles one way for not more than 2 days per week or not more than 2 weeks in any 5 week period.
- D. WORK LESS THAN 15 MILES** means:
1. no BUSINESS USE.
  2. personal use including driving to or from work or school:
    - (a) 3 or more, but less than 15, road miles one way if such usage is more than 2 days per week or more than 2 weeks in any 5 week period; or
    - (b) 15 or more road miles one way, for not more than 2 days per week or not more than 2 weeks in any 5 week period.
- E. WORK 15 OR MORE MILES** means:
1. no BUSINESS USE.
  2. personal use including driving to or from work or school 15 or more road miles one way more than 2 days per week or more than 2 weeks in any 5 week period.
- F. YOUTHFUL OPERATOR** means an applicant or any other operator resident in the same household as the applicant, who customarily operates the auto, and is one of the following:
1. YOUTHFUL UNMARRIED FEMALE OPERATOR - unmarried female under 25 years of age;
  2. YOUTHFUL MARRIED MALE OPERATOR - married male under 25 years of age;
  3. YOUTHFUL UNMARRIED MALE OPERATOR - unmarried male under 25 years of age who is not an owner or principal operator.
  4. YOUTHFUL UNMARRIED MALE OWNER OR PRINCIPAL OPERATOR - unmarried male under 30 years of age who is an owner or principal operator.

**NOTES:**

- i. A person in active military service with the armed forces of the United States of America is not considered a resident in the applicant's household unless this person customarily operates the auto.
- ii. If a YOUTHFUL UNMARRIED FEMALE OPERATOR or a YOUTHFUL UNMARRIED MALE OPERATOR is a student residing at an educational institution over 100 road miles from the auto's place of principal garaging, the auto is rated as if the student is MARRIED.
- iii. The applicable Driver Training Classification applies to each Youthful Operator under 21 years of age where "Satisfactory Evidence" is presented that such operator has successfully completed an approved driver education course.

## **II. Safe Driver Insurance Plan**

The Plan under which your policy is rated uses past experience, accidents and convictions, as part of the determination of your premium cost. The point system described below has been established under which those drivers that have no points receive the lowest premiums. Higher premiums are charged for other drivers based upon the number of points they have accumulated during the experience period.

### **A. Eligibility**

An Auto is eligible for rating under this Plan if it is owned by an individual or owned jointly by two or more relatives or resident individuals.

#### **Exceptions:**

The SDIP does not apply to an auto that is used in the business of driver training.

### **B. Definitions**

#### **1. Driving Record Points**

##### **a. Convictions**

Points shall be assigned for convictions during the experience period for moving traffic violations of the insured or any other resident operator, as per the table below. Each violation shall count only once toward the assignment of points. Non-moving violations shall not be surcharged. If a driver with a violation is removed, then the violation is also removed.

#### **POINTS**

#### **DESCRIPTION**

- |          |   |
|----------|---|
| <b>4</b> | <b>For conviction of:</b> <ul style="list-style-type: none"><li>(1) Driving while intoxicated or under the influence of drugs; or</li><li>(2) Failure to stop and report when involved in an accident; or</li><li>(3) Homicide, assault or manslaughter [whether or not voluntary] arising out of the operation of a motor vehicle;</li><li>(4) Driving while license is suspended or revoked;</li><li>(5) Operating a motor vehicle without an operator's license or without the owner's authority;</li><li>(6) Racing or engaging in a speed contest on public roads.</li></ul> |
| <b>3</b> | <b>For conviction of any moving violation resulting in suspension or revocation of operator's license.</b>  |
| <b>3</b> | <b>For the accumulation of points or a series of convictions requiring the filing of evidence of financial responsibility under any Financial Responsibility Law required as of the effective date of the policy.</b>   |
| <b>2</b> | <b>For conviction of careless driving or reckless driving which results in bodily injury.</b>   |
| <b>1</b> | <b>For convictions of 2 moving violations (other than those listed above) for any operator. In addition, when a vehicle has more than one operator, for the conviction of 2 moving violations for all operators of the vehicle.</b>   |
| <b>1</b> | <b>For each conviction of a moving violation in addition to the convictions which qualify for 1 point charge above.</b>   |
- b. Accidents**
- Points shall be assigned for each accident that occurred during the experience period, involving the applicant or any current resident operator, while operating an auto.
- (1) One point is assigned for each auto accident that results in:
    - (a) bodily injury or death; or
    - (b) total damage to all property including the insured's property in excess of \$600.
  - (2) One point is assigned if, during the experience period there were two or more accidents each of which resulted in damage to property but have not been assigned one point under (1) above.

## II. Safe Driver Insurance Plan (Cont.)

- (3) The first chargeable accident or violation resulting in the assignment of one or more SDIP points will cause the first SDIP point to be forgiven for any policy which has been:
- (a) Free of any convictions, as defined in Section II, Subsection B. 1.a., the last three years while insured with CNA; and
  - (b) Accident free for the last three years while insured with CNA. Accident free is defined as free of chargeable accidents as defined above.

**FOR EXAMPLE:** A chargeable accident or violation which would result in the assignment of one SDIP point will receive no SDIP surcharge. A chargeable accident or violation resulting in two SDIP points will only receive a surcharge for one point.

Subsequent chargeable accidents or violations will receive SDIP points as stated in Section II B. 1.a. However, no surcharge will result from the first SDIP point which was forgiven.

### Exceptions:

- (1) No points are assigned for accidents incurred by an operator demonstrated to be a named insured or principal operator of an auto insured under a separate policy; and
- (2) No points are assigned for accidents occurring under the following circumstances;
  - a. auto lawfully parked; or
  - b. the insured, owner or other resident operator, or the insurer:
    - is reimbursed by or on behalf of a person involved in the accident; or
    - has judgment against such person equal to 33 1/3% or more of the value of the insured's property damage claim. For the purpose of the Exception, the value of the property damage claim is defined as the lesser of the adverse carrier's or the insured's estimate.

If an insured receives reimbursement from, or has a judgment against a person responsible for the accident, we should be notified. You may be entitled to a refund of the surcharge for the accident.
  - c. auto is struck in the rear by another vehicle and the insured or other resident operator has not been convicted of a moving traffic violation in connection with this accident; or
  - d. operator of the other auto involved in the accident was convicted of a moving traffic violation and the insured or resident operator was not convicted of a moving traffic violation in connection with the accident; or
  - e. auto operated by insured or any resident operator is struck by a "hit and run" vehicle, if the accident is reported to the proper authority within 24 hours by the insured or resident operator; or
  - f. accidents involving damage by contact with animals or fowl; or
  - g. accidents involving physical damage, limited to and caused by flying gravel, missiles, or falling objects; or
  - h. accidents occurring when using any vehicle in the performance of his/her duty if the operator at the time of the accident was:
    - (i) a paid or volunteer member of any police or fire department, first aid squad, or of any law enforcement agency; or
    - (ii) performing any other governmental function in a public emergency; or
  - i. the insured, owner or other resident operator who receives payment under Personal Injury Protection or Additional Personal Injury Protection where such individual is not at fault; or
  - j. accidents occurring while the insured or other resident operator operates a vehicle for hire or a motor vehicle other than a private passenger vehicle and the accident occurs in the course of employment and did not result in a conviction for a moving traffic violation; or

## II. Safe Driver Insurance Plan (Cont.)

- k. claims for which the operator is not at fault—the establishment of a reserve shall not in itself imply that the operator was at fault.

### C. Inexperience Operator

If the principal operator of the auto has no surcharge for an accident but has been licensed less than 3 years, 1 point is assigned.

### D. Refund of Surcharged Premium

If a point has been assigned in accordance with one of the following situations, we shall refund to you the increased portion of the premium generated by the point. All such refunds shall be the portion of the premium due to the surcharge for all policy periods since the inception of the surcharge.

- If the point is assigned for an accident and it is later determined that the accident falls under one of the exceptions listed above, or
- If the point is assigned for a conviction and the conviction is ultimately reversed, or
- If the point is assigned through mistake, misinformation, carelessness or other error, or
- If the insurer has established a reserve but no claim was submitted for a period of three years after the date of the incident, or the statute of limitations has run and no suit has been filed.

### E. Experience Period

The experience period shall be the three years immediately preceding the inception or renewal effective date.

### F. Coverage Discounts

- a. A 5% discount on Comprehensive Coverage is afforded for vehicles equipped with an eligible alarm or active anti-theft disabling device.
- b. A 15% discount on Comprehensive Coverage is afforded for vehicles equipped with an eligible passive antitheft disabling device.
- c. A 10% Defensive Driving Course Discount on Personal Liability, Personal Injury Protection and Collision Coverage may be available to insureds.
- d. A 30% discount on No-Fault coverage and a \$5 discount on Medical Expense Coverage is afforded for vehicles equipped with an eligible factory installed passive restraint system.

### POINTS

### DESCRIPTION

(4) Driving while license is suspended or revoked;

(5) Operating a motor vehicle without an operator's license or without the owner's authority;

(6) Racing or engaging in a speed contest on public roads.

3 For conviction of any moving violation resulting in suspension or revocation of operator's license.

3 For the accumulation of points or a series of convictions requiring the filing of evidence of financial responsibility under any Financial Responsibility Law required as of the effective date of the policy.

2 For conviction of careless driving or reckless driving which results in bodily injury.

1 For convictions of 2 moving violations (other than those listed above) for any operator. In addition, when a vehicle has more than one operator, for the conviction of 2 moving violations for all operators of the vehicle.

1 For each conviction of a moving violation in addition to the convictions which qualify for 1 point charge above.

#### b. Accidents

Points shall be assigned for each accident that occurred during the experience period, involving the applicant or any current resident operator, while operating an auto.

(1) One point is assigned for each auto accident that results in:

(a) bodily injury or death; or

(b) total damage to all property including the insured's property in excess of \$600.

**UNIVERSAL SECURITY POLICY  
AMENDMENT OF POLICY PROVISIONS—ELITE**

**PROPERTY COVERAGE - PROPERTY SPECIAL LIMITS**

The Limit of liability for each listed category is replaced as follows:

1. \$500 is replaced by \$1,000.
7. \$1,000 is replaced by \$2,000.
8. \$1,000 is replaced by \$3,000.

**ADDITIONAL PROPERTY COVERAGES**

2. **Additional Living Expense.** The second sentence in subsection 2.a. (1) is deleted and replaced by the following:  
Payment is for the shortest time required to repair or replace the damaged portion of the premises, or if you permanently relocate, the shortest time required for your household to settle elsewhere.

9. **Personal Home Computer and Data Records Coverage.** This provision is deleted and replaced by the following:  
**Data Records Coverage.** We cover personal data stored in a personal home computer that is located on your *residence premises*. We will pay up to \$5,000, for any covered loss, to recreate data which you have created, if not covered by any other provision of this policy.

14. **Loss Assessment Coverage.**

The limit of liability for this coverage is increased from \$10,000 to \$50,000.

18. **Trees and Shrubs.** The first sentence of this provision is deleted and replaced by the following:

We cover your lawn, trees, plants or shrubs on your *residence premises*, for up to 2.5% of the covered amount of the property on which the loss occurs, but not more than \$1,000 for any one lawn, tree, plant or shrub.

**PROPERTY LOSSES WE DO NOT COVER**

Provision 6. subsection c. is deleted.

**ADDITIONAL LIABILITY COVERAGES**

1. **Credit Cards, Fund Transfer Cards, Forgery and Counterfeit Money.**

The limit of Liability for this coverage is increased from \$5,000 to \$10,000.

6. **Loss Assessment Coverage**

The limit of liability for this coverage is increased from \$10,000 to \$50,000.

**HOW WE SETTLE PROPERTY CLAIMS AND WHAT YOU MUST DO**

1. **How We Pay Claims.** Subsection a. The last paragraph is deleted and replaced by the following:

If the replacement premises is not at the same location or If the replacement is not completed, we will not pay more than the property limit shown in the Coverage Summary.

**RENTAL VEHICLE COVERAGE ENDORSEMENT  
NEW YORK**

This Rental Vehicle Coverage endorsement applies only to, and is part of, every motor vehicle liability insurance policy that covers less than five **private passenger motor vehicles** and to any other personal private passenger auto liability policy to which this endorsement is attached.

For each such policy, this endorsement provides coverage for the **insured's** obligations in the event of actual damage to, or loss of, any **rental vehicle**, including loss of use, rented by the **insured** anywhere in the United States, its territories or possessions, and Canada under a rental agreement with a term no longer than thirty continuous days, regardless of where such **rental vehicle** may be registered, rented or operated.

Rental Vehicle Coverage shall provide protection regardless of (a) fault; and (b) whether the **rental vehicle** is rented or operated for business or pleasure, unless used for transporting persons or property for hire.

**DEFINITIONS:**

- (a) **"Insured"** means named insured or any relative;
- (b) **"Relative"** means a spouse, child or other person related to the named insured by blood, marriage or adoption (including a ward or foster child), who regularly resides in the insured's household, including any such person who regularly resides in the household, but who is temporarily living elsewhere;
- (c) **"Private passenger motor vehicle"** means:
  - (1) a motor vehicle of the private passenger or station wagon type that is owned or hired under a **long-term contract** by an individual or by husband and wife, and is neither used as a public or livery conveyance for passengers nor rented to others without a driver; or
  - (2) a motor vehicle with a pick-up body, a delivery sedan, panel truck or van, owned by an individual or by husband or wife who are residents of the same household, or by a family farm co-partnership or a family farm corporation, and not customarily used in the occupation, profession or business of the insured other than farming or ranching, whether or not used in the course of driving to or from work.
- (d) **"Long-term contract"** means a contract with a term of six months or longer.
- (e) **"Rental vehicle"** means a vehicle of the type described in (c) above, if:
  - (1) not used for transporting persons or property for hire; and
  - (2) owned by a person engaged in the business of renting or leasing vehicles rented or leased without a driver to persons other than the owner and is registered in the name of such owner.

**PRIORITY OF PAYMENT:**

- (a) In no event shall payment be made under this endorsement duplicating payment made by this policy, another policy or another insurer for the same claim.
- (b) If more than one policy could cover the claim, payment on the claim shall be made in the following order of priority:
  - (1) the policy with respect to which the person is a named insured;
  - (2) if the person is not a named insured on any policy, the policy with respect to which the person is an insured; and
  - (3) where two or more policies provide coverage of equal priority, the policy or insurer with respect to which the claim is first submitted.
- (c) An inquiry about coverage or notification of damage to, or loss of, a **rental vehicle** shall constitute submission of a claim.

**EXCLUSIONS:**

No Rental Vehicle Coverage shall be provided:

- (a) arising beyond the geographic limitations of the policy to which Rental Vehicle Coverage is endorsed;
- (b) to an **insured** who has committed fraud in connection with damage to, or loss of, a **rental vehicle** including loss of use; or



- (c) for damage to, or loss of, a **rental vehicle**, including loss of use, which the rental vehicle company is precluded from recovering from the **insured**:
  - (1) pursuant to the terms of the rental agreement; or
  - (2) due to the prohibitions of section 396-z of General Business Law or similar statutory provisions of other jurisdictions.

**SUBROGATION:**

- (a) In the event of any payment under this endorsement, the insurer is subrogated to the extent of such payments to the rights of the person to whom, or for whose benefit, such payments were made.
- (b) Such person shall execute and deliver instruments and papers and do whatever else is necessary to secure such subrogation rights, and shall not act in a manner that may prejudice such rights.
- (c) Subrogation shall not be pursued against any person who operated the **rental vehicle** with the **insured's** permission.

# IMPORTANT INFORMATION

## FOR OUR NEW YORK UNIVERSAL SECURITY POLICYHOLDERS

Your comprehensive Universal Security Policy has been revised to reflect clarifications incorporated in form G-42324-C and a broadened coverage in form G-42328-C. The paragraphs following each revised form outline specifically how these revisions update your Universal Security Policy.

### UNIVERSAL SECURITY POLICY G-42324-C AMENDMENT OF POLICY PROVISIONS - NEW YORK

- We have clarified the Loss Assessment provision in the property section of the policy to state that coverage is applicable on a per loss rather than per assessment basis.
- Additionally, we have modified the opening paragraph of the property exclusion section for real and tangible personal property to clarify that the referenced property exclusions apply regardless of any other cause or event contributing concurrently or in any sequence to the loss.

### UNIVERSAL SECURITY POLICY G-42328-C - PERSONAL INJURY PROTECTION COVERAGE - NEW YORK

- Your Personal Injury Protection Coverage has been broadened and now applies to non-residents as well as residents of New York State who are injured;
  - while occupying; or
  - while a pedestrian through being struck by your motor vehicle while outside of New York State, at no additional cost.

The specific policy language for the above revisions is contained in the above referenced forms. Please review these forms carefully so that you will have a thorough understanding of your policy coverages.

If you have any questions, please contact your Independent CNA agent. CNA's Universal Security Policy is underwritten by Transportation Insurance Company, one of the CNA Insurance Companies, CNA Plaza, Chicago, Illinois 60685.

# CNA INSURANCE COMPANIES

CNA Plaza, Chicago, Illinois 60685

Edward J. Noha  
Chairman of the Boards and  
Chief Executive Officer of  
the CNA Insurance Companies

Dear Universal Security Policyholder,

Enclosed is your Universal Security Policy renewal from the CNA Insurance Companies. We appreciate the opportunity to continue to serve your insurance needs.

Your Universal Security Policy provides you with the finest overall protection available today. The comprehensive coverage provided for your home, automobile and other possessions by Universal Security minimizes coverage gaps and overlaps which can occur with several individual policies. With Universal Security you have the peace of mind that comes from knowing you have comprehensive protection for both property and personal liability losses. If you should experience a loss, USP's comprehensive coverage and straightforward policy language help streamline claim handling so you can depend on CNA for fast, fair claims settlement.

Having one policy for all of your personal insurance needs allows us to modify or update your policy quickly and more efficiently. As a result, we can hold down our processing costs and provide you with more affordable premiums. Most important, your Universal Security Policy is backed by an insurer with a history of providing stable, reliable insurance protection and service.

CNA's commitment to delivering both quality products and service is "The CNA Way" of doing business--one we feel sets us apart in the insurance business. Our company theme, "For All the Commitments You Make," aptly expresses how we approach our relationship with each and every policyholder. Commitment is what CNA, as a company, is all about. And because of our financial strength you can be assured we'll be there when you need us. A testimonial to CNA's stability is our A+ rating, the highest possible, from A.M. Best Co., one of the industry's foremost analysts.

CNA values your business. Working with an independent agent gave you the freedom to consider a number of carriers. And we're pleased you and your agent chose CNA. We appreciate your mutual confidence in CNA, and we'll strive to earn your continued loyalty by providing insurance value and service you can count on.

Yours truly,



G-15219-A



For All the Commitments You Make®

# IMPORTANT INFORMATION

FOR OUR UNIVERSAL SECURITY  
ELITE POLICYHOLDERS  
MORE COVERAGE AT NO ADDITIONAL COST

Now, your Elite policy provides you with even broader protection than before. Continuing our commitment of providing you with a level of coverage which is second to none, we have increased several of the policy's internal limits and eliminated restrictions on key coverage provisions which are important to you--and at no additional cost to you!

- Guaranteed Dwelling Replacement Cost -

In the event that your home is totally destroyed by a covered loss and you choose not to build at the same location, your policy now allows payment of your home's replacement value up to your policy's property limit.

- Water Damage -

Your policy currently provides coverage for damage against water which backs-up through sewers or drains. This coverage is now broadened to include coverage from damage due to the failure or overflow of sump pumps, which was previously excluded.

- Additional Living Expense -

This coverage is now provided without a maximum time restriction. The former 1 year limit has been removed.

- Landscaping -

The previous \$5,000 limit has been eliminated and coverage is now available up to 2.5% of your policy's property limit. Also, the "per item" limit is increased from \$500 to \$1,000.

- Personal Computers -

The \$10,000 limit has been eliminated. Coverage up to the property limit of your policy is available. Additionally, the limit for recreation of lost data has been increased from \$1,000 to \$5,000.



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G-43755-A  
(Ed. 8/88)

. Money -

The limit for loss of "money" has been increased from \$500 to \$1,000.

. Credit Cards -

The limit for loss due to forgery or illegal use has been increased from \$5,000 to \$10,000.

. Trailers -

The limit for this automatic property coverage for unscheduled trailers not used with boats is increased from \$1,000 to \$3,000.

We are confident that you will agree that these enhancements have provided you with a policy with greatly added value with a significant advantage--no added cost.

Please review your policy and the Elite Amendment of Policy Provisions Endorsement (G-43182-A) carefully to understand the details of the coverage enhancements summarized above.

If you have any questions regarding these changes, please contact your independent CNA agent.

CNA's Universal Security policy is underwritten by Continental Casualty Company and Transportation Insurance Company, two of the CNA Insurance Companies, CNA Plaza, Chicago IL 60685.

# IMPORTANT INFORMATION

## RENTAL VEHICLE COVERAGE NOTICE TO POLICYHOLDERS

\*\*Rental Vehicle Coverage Premium Charge YES: \_\_\_\_\_ NO: X

\*\*If YES, Amount of Rental Vehicle Coverage Premium: \$ \_\_\_\_\_

The Rental Vehicle Coverage endorsement to this policy provides protection in the event of damage to, or loss of, a rental vehicle, including loss of use, as described in the endorsement.

Rental Vehicle Coverage has been mandated by New York State law, as part of overall legislation to redress problems that confronted consumers and left them vulnerable to major unanticipated costs when dealing with rental vehicle companies.

Effective April 1, 1989, another part of this legislation prohibits rental vehicle companies in New York State from holding their customers liable for damage to, or loss of, rental vehicles, including loss of use, and limits the maximum charge by the rental vehicle company to \$100 for such damage or loss, subject to stated exceptions for certain behavior on the part of the renter.

This Rental Vehicle Coverage protects you whenever rental vehicles are rented and operated anywhere within the United States, its territories or possessions, and Canada.

In the event that a premium is at any time charged or increased for Rental Vehicle Coverage, you have the right to reject this coverage and not pay such charge, if you so inform your insurer within ten calendar days after you receive notice that such a premium charge or increase will be made for Rental Vehicle Coverage.

Please review the Rental Vehicle Coverage endorsement itself. If, as indicated at the top of this notice, there is a premium charge or increase and you wish to reject Rental Vehicle Coverage -- or you simply wish to obtain additional information regarding this coverage -- please contact your insurance agent or broker, or call our toll-free telephone number: 800-345-7542.

CNA's Personal Auto and Universal Security Policies are underwritten by one of the following CNA Insurance Companies - Continental Casualty Company, American Casualty Company of Reading, National Fire Insurance Company of Hartford, Transcontinental Insurance Company, Valley Forge Insurance Company or Transportation Insurance Company; CNA Plaza, Chicago, Illinois 60685.



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G-44661-A  
(ED. 03/89)

P9082/276A

## IMPORTANT INFORMATION

### TO ALL OPERATORS OF MOTOR VEHICLES IN NEW YORK

AS YOUR INSURANCE COMPANY, WE ARE NOW REQUIRED BY LAW TO ADVISE YOU OF THE LEGAL AND FINANCIAL CONSEQUENCES OF A CONVICTION FOR OPERATING A MOTOR VEHICLE WHILE UNDER THE INFLUENCE OF ALCOHOL OR DRUGS. While we are required to send you this information prepared by the New York Departments of Insurance and Motor Vehicles, we strongly endorse the message that the law is trying to convey — "IT DOESN'T PAY TO DRINK AND DRIVE."

Our newspapers remind us daily of the tragic consequences of drinking and driving — yet deaths, injuries and property damage accidents attributed to alcohol-impaired driving continue to be a serious problem in New York State. In fact, studies consistently reveal that alcohol is a contributing factor in more than 40% of all motor vehicle accidents in which someone is killed.

As part of numerous efforts under way to deter and reduce alcohol-related motor vehicle accidents and incidents, increased enforcement efforts to detect alcohol-impaired driving have resulted in a dramatic increase in alcohol-related arrests and convictions during the past two years. Also, New York State has passed laws increasing penalties for conviction of operating a motor vehicle while under the influence of alcohol or drugs — penalties which result in severe legal and financial consequences.

Please take a few minutes to familiarize yourself and any member of your household who may drive your car with this important information.

Thank you, and please remember: If you drink - don't drive!

### FACT SHEET

#### PENALTIES FOR ALCOHOL/DRUG-RELATED DRIVING OFFENSES

**AS OF APRIL 1, 1984**

According to New York State Vehicle and Traffic Law, the following penalties will be imposed for convictions for the noted violations:

<u>VIOLATION</u>	<u>MANDATORY FINE</u>	<u>MAXIMUM JAIL TERM</u>	<u>MANDATORY ACTION AGAINST LICENSE</u>
<b>*DRIVING WHILE INTOXICATED (DWI)</b>			
First Violation	\$350-\$500	1 Year	Revoked at least 6 months
Two or More Violations in 10 Years	\$500-\$5000	4 Years	Revoked at least 1 Year
<b>DRIVING WHILE ABILITY IMPAIRED (DWAI)</b>			
First Violation	\$250	15 Days	Suspended 90 days
<b>**Two Violations in 5 Years</b>	\$350-\$500	30 Days	Revoked at least 6 months
Three Violations in 10 Years	\$500-\$1500	90 Days	Revoked at least 6 months if current violation occurred within 5 years of the previous violation
<b>CHEMICAL TEST REFUSAL</b>	—	—	Revoked at least 6 months Civil penalty - \$100
<b>CHEMICAL TEST REFUSAL with Prior Alcohol-Related Incident Within the Past 5 Years</b>	—	—	Revoked at least 1 Year Civil Penalty - \$250

\*DWI penalties also apply to violations of Driving with a .10 Percent of Alcohol in the Blood and Driving While Impaired by a Drug. Second or subsequent violations in ten years are felonies. However, the one-year revocation applies only if both violations were either DWI or Driving with a .10 Percent of Alcohol in the Blood, and not if one or both violations were Driving While Impaired by a Drug.

\*\*Applicable if a DWAI violation occurs within five years of any alcohol drug-related conviction.

- When your license is revoked by the Department of Motor Vehicles, you will be required to pay a \$35 reinstatement fee at the time of re-application, unless you participate in the New York State Alcohol and Drug Rehabilitation Program, known as the Drinking Driver Program (DDP). This fee is non-refundable even if your application is denied, and is in addition to any fines imposed by the courts.
- If you have been drinking or have been taking drugs and cause a death or serious injury as a result of a traffic accident, you may face felony charges of vehicular manslaughter or vehicular assault. Conviction of such a charge could result in a \$5,000 fine and/or up to seven years in prison.
- If you attend the Drinking Driver Program, you must pay an administrative fee of \$50 and a tuition fee of either \$75 or \$85, depending on the area of the State where you attend the program. In addition, if you are required to obtain an evaluation and/or treatment for alcohol-related problems, you must also pay for these additional services.
- If you drive while your license is suspended or revoked for DWI, DWAI, or for refusing a chemical test, you face a mandatory jail term of seven to 180 days and a mandatory fine of \$200-\$500.
- If you are under age 21, convicted of DWI or Driving While Ability Impaired by a Drug, and you do not complete the New York State DDP, your license will be revoked, at a minimum, for six months or until you are 21, whichever period is greater.
- If you are convicted of an alcohol-related offense outside of New York State, your license will be revoked in New York State for a minimum period of sixty days for a charge of Driving Under the Influence (DUI). This is in addition to any fines and/or jail sentences imposed by the court in the state in which the incident occurred, or any action against your "privilege" to drive in that state.

#### HOW MANY DRINKS MAKE YOU LEGALLY INTOXICATED?

In New York State you are legally intoxicated when your Blood Alcohol Content (B.A.C.) reaches .10%. You are Driving While Ability Impaired (DWAI) when the B.A.C. is between .05% and .09%.

- Any amount of drinking will affect your judgment and coordination. The degree of impairment depends on four basic factors:
  - (a) The amount you drink.
  - (b) Eating before or during your drinking as food will slow absorption of alcohol.
  - (c) Your body weight.
  - (d) The length of time spent drinking.
- One drink, whether a 12-ounce can of beer, a 5-ounce glass of wine, or a shot of 86 proof liquor all contain the same amount of alcohol. Your body metabolizes about one drink each hour. Only time will sober you up, not coffee, a walk, or a cold shower.

Therefore, if you consume more than one drink per hour, the likelihood is that you are at least DWAI if you weigh around 110 pounds and had 2 drinks or DWAI if you had 3 drinks and weigh 170 pounds or more. A rule of thumb for an average 140-160 pound person is a rise in B.A.C. of .02% per hour per drink.

- As an example, a 140 pound person who consumes 5 drinks in a two hour period will have a .08% B.A.C. (.02% is deducted for the passage of time). If no more alcohol is consumed by that individual, he or she may not safely drive for a minimum of 4 hours. Remember, any elevation in B.A.C. will impair your judgment and coordination.



**ALCOHOL/DRUG-RELATED CONVICTIONS AND  
- YOUR AUTOMOBILE INSURANCE POLICY**

- The suspension of your driver's license (or the driver's license of any person who customarily operates your automobile) can be cause for your insurance company to cancel or non-renew your automobile insurance policy.
- A conviction of driving while impaired or intoxicated through the use of alcohol or drugs will probably result in your insurance policy being non-renewed and in your inability to obtain insurance in an insurance company other than through the New York Automobile Insurance Plan (Assigned Risk Plan.)
- Under the Assigned Risk Plan, a conviction of operating a motor vehicle while intoxicated or impaired by the consumption of alcohol or drugs results in a 75% surcharge (increase) on your automobile insurance premiums for three years. Most automobile insurance companies will also surcharge (increase) your premiums substantially for any convictions or operating a motor vehicle while under the influence of alcohol or drugs.

**NO FAULT EXCLUSIONS**

- Another reason for not driving in an intoxicated condition or while your ability to operate a motor vehicle is impaired by the use of a drug is that no-fault benefits will not be available to you if your injuries resulted from your operation of the motor vehicle. Any basic economic loss incurred as the result of your own bodily injury would remain outside of the no-fault system. If you permit a non-DWI or non-DWAI to chauffeur you home, then full no-fault benefits will be available to all occupants of your motor vehicle.

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CNA's Personal Automobile Policy is underwritten by one of the following CNA Insurance Companies: American Casualty Company of Reading, Pennsylvania, National Fire Insurance Company of Hartford, or Valley Forge Insurance Company.

CNA's Universal Security Policy is underwritten by the Transcontinental Insurance Company.

# IMPORTANT INFORMATION

## FOR OUR UNIVERSAL SECURITY POLICYHOLDERS CONCERNING YOUR EARTHQUAKE COVERAGE

If you currently carry Earthquake Coverage on your Universal Security Policy, your policy reflects a 5.0% deductible for Earthquake Coverage.

We have lowered your base deductible percentage from 5.0% to 3.5%, which means that you are now responsible for a smaller portion of any earthquake loss that you might experience. You may refer to the Earthquake Coverage Endorsement G-42312-C for this change.

Additionally, you now have the option of selecting higher earthquake deductibles, thereby assuming responsibility for a larger portion of any potential earthquake loss for a reduction in your Earthquake Coverage premium.

The deductible options available with your renewal policy are as follows:

3.5%  
7.0%  
10.5%  
14.0%  
17.5%

If you have any questions regarding this change, or you wish to select another deductible, please contact your independent CNA agent.

CNA's Universal Security Policy is underwritten by the Continental Casualty Company.



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G-58505-D  
ED. (07/89)

# IMPORTANT INFORMATION

FOR OUR UNIVERSAL SECURITY POLICYHOLDERS  
REGARDING THE WITHDRAWAL OF OPTIONAL  
COVERAGE ENDORSEMENTS

## - BACKUP OF SEWERS OR DRAINS -

The coverage for Backup of Sewers or Drains is no longer available as an optional coverage under the revised Universal Security Deluxe and Special Policy forms. This coverage is, however, included in the Universal Security Elite Policy form without an additional premium charge.

If you have a renewing Universal Security Deluxe or Special policy which formerly had the optional Backup of Sewers or Drains Endorsement (G-54461-A) attached, it is not included with your renewal policy and this coverage is not provided.

## - ADDITIONAL INSURED - - CORPORATELY OWNED AUTO -

If you previously had the Additional Insured (G-55305-B) or Corporately Owned Auto (G-55301-A) endorsement attached to your policy, your renewal policy will not have these endorsements attached. However, your renewal policy continues to afford you these coverages as the coverage provisions of these two endorsements have been incorporated into your new Universal Security Policy.

If you have any questions about these changes or are interested in changing to the Elite policy form to maintain the Backup of Sewers or Drains coverage, please contact your independent CNA agent.

CNA's Universal Security Policy is underwritten by the Continental Casualty Company.



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G-58510-A  
Ed. 8/87

# IMPORTANT INFORMATION

For Our New York  
Universal Security Policy

In addition to the changes outlined in the "Keeping Up With The Times" brochure which is included with your renewal policy, your comprehensive Universal Security Policy has been revised to be in compliance with New York Insurance Statutes. The following paragraphs outline specifically the additional updates to your Universal Security Policy. These changes are reflected in the revised Amendment of Policy Provision G-42324-B.

The "Keeping Up With The Times" brochure references changes to the "Your Guarantee To Us" provision of your Universal Security Policy. In the state of New York this provision has been further amended to state that a covered person must intentionally conceal or misrepresent a material fact or circumstance or engage in fraudulent conduct for the policy to be voidable.

The "Additional Property Coverages" section has been clarified to state that (with the exception of Items 12, 13 and 17 in the Elite and Deluxe Policies, and Items 7, 8 and 12 in the Special Policy) the limits specified, are in addition to the policy limit of liability.

The "Personal Liability Coverage" section has been revised to include statements on how the limit of liability, when under, or over \$200,000, will be applied. Also, in addition to paying claims on your behalf, or any covered person who is legally liable; including prejudgment interest awarded against you, we will pay all defense costs we incur, in addition to our limit of liability.

Under the "Additional Liability Coverages" section, the following statement has been deleted from Item 1, "Credit Cards, Fund Transfer Cards, Forgery and Counterfeit Money."

We do not cover use of credit card or fund transfer card if a covered person has not complied with all terms and conditions under which the cards are issued.



For All the Commitments You Make<sup>®</sup>

9-23209-A  
(07/89)

We have added to Item 7, "Other Payments We Make" a provision which provides reimbursement for expenses incurred by a covered person for first aid to others at the time of the automobile accident. We have also deleted the last paragraph of the "Other Payments We Make" provision.

The "Keeping Up With The Times" brochure also references changes to the arbitration provision of the Uninsured/Underinsured Motorist Coverage section of the Universal Security Policy. In New York this provision has been further amended to state that a decision rendered through arbitration will be binding as to the amount of damages only if the amount does not exceed the minimum limit for bodily injury liability specified by the laws of New York.

Under the "Optional Excess Liability Coverage" provision, Excess Defense Coverage, we have deleted reference to the following:

Our duty to settle or defend ends when the amount we pay for damages resulting from an occurrence equals our limit of liability.

The "Liability, Uninsured/Underinsured Motorist And Medical Expense Losses We Do Not Cover" section has been revised to state that we will provide your spouse with "Personal Liability Coverage" if he or she is named a third party defendant in a legal action initiated by you against another third party. In addition, we have restricted liability for damages to a rental car to \$2,000.

Revised the "How We Settle Liability Claims And What You Must Do" section to state that in case of an accident, any written notice given by any claimant to us or any of our agents in this state will be deemed notice to us.

Revised the Cancellation provision to indicate that if we decide to change or eliminate coverages not required by law, in lieu of cancellation, a 20 day notice will be provided.

Revised the Other Termination provision to state that a United States Postal Service Certificate of Mailing shall be sufficient proof of notice.

Under the "Things We Do Not Cover" section, we have revised Item 4. Medical Expenses to provide coverage for benefits voluntarily provided to eligible persons.

The information regarding the changes to your coverage are generally described here. Only your policy and the Amendment of Policy Provision (G-42324-B) provides you with a complete description of the coverages and their limitations.



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9-23209-A  
(07/89)

Please contact your Independent CNA agent if you have any questions regarding these changes.

CNA's Universal Security Policy is underwritten by Transportation Insurance Company, CNA Plaza, Chicago, Illinois 60685.



For All the Commitments You Make<sup>®</sup>

9-23209-A  
(07/89)



For All the Commitments You Make®

CNA Plaza

Chicago, Illinois 60685

UNIVERSAL SECURITY ELITE AMENDED COVERAGE SUMMARY  
INSURANCE PROVIDED BY TRANSPORTATION INS. CO.  
(PAGE 2 OF 4)

NAMED INSURED: CHARLES A & CORNELIA GAETANO  
311 TURNER ST  
UTICA, NY 13501

AGENT: ROBERT J HANAFIN INC  
204 WASHINGTON AVE.  
ENDICOTT NY 13760  
PHONE: 607-754-3500

POLICY NUMBER: US 805971419

POLICY PERIOD: 06/04/90 TO 04/15/91  
12:01 AM STANDARD TIME

CONTINUED FROM PREVIOUS PAGE:

REASON AMENDED:

DELETION OF VEHICLE

ADDITION OF VEHICLE

RESIDENCE DESCRIPTION

1. 1113 PARKWAY EAST, UTICA NY 13501
2. WHITE LAKE RD, FORESTPORT NY 13338

DESCRIPTION OF  
VEHICLES

VIN/SERIAL NUMBER

DRIVER  
NUMBER

- |                      |                   |    |
|----------------------|-------------------|----|
| 2. 89 JEEP WAGONEER  | 1J4GS5878KP109124 | 01 |
| 3. 90 LINC CONT SIGN | 1LNCM9849LY770700 | 02 |

DRIVER(S)

- |                      |                       |
|----------------------|-----------------------|
| 1. CHARLES A GAETANO | 2. CORNELIA H GAETANO |
|----------------------|-----------------------|

CLASS CODES: VEH 2 802120 VEH 3 801120

INTERESTED PARTIES

LIENHOLDER VEH 2

CHRYSLER CR CORP  
P O BOX 15014  
ALBANY, NY 12212

SPECIAL INFORMATION

THIS COVERAGE SUMMARY IS PART OF THE POLICY

CHANGE TO ANNUAL PREMIUM (-) \$ 4  
REVISED ANNUAL POLICY PREMIUM \$ 4,708  
RETURN PREMIUM FOR COVERAGES FROM 06/04/90-04/15/91 \$ 4

G-88205-A (Ed. 7/83)

USP DEC 018283557

*Robert J Hanafin*  
Corporate Secretary

*Robert J Hanafin*  
Chairman of the Board

I 0622



RETAIN  
THIS PORTION

Date Paid: \_\_\_\_\_  
Amount Paid: \$ \_\_\_\_\_ Check No.: \_\_\_\_\_

ACCOUNT STATEMENT

Prior Balance \$

Payments \$

Charges/ Credits \$

Current Balance \$

FUTURE INSTALLMENT  
DATES



For All the Commitments You Make®

**PAYMENT NOTICE - RETURN THIS PORTION**  
Please use the enclosed return envelope to mail your payment. Make your check payable to CNA and include your Policy Number on your check.

0622

Insured CHARLES A & CORNELIA GAETANO Policy No. US 805971419

Pay in  
Installments of   
-OR-  
Pay in full   
Pay on or  
Before

REFER TO PAGE 1 FOR  
BILLING INFORMATION



For All the Commitments You Make®

CNA Plaza  
Chicago, Illinois 60685

UNIVERSAL SECURITY ELITE AMENDED COVERAGE SUMMARY  
INSURANCE PROVIDED BY TRANSPORTATION INS. CO.  
(PAGE 3 OF 4)

NAMED INSURED: CHARLES A & CORNELIA GAETANO  
311 TURNER ST  
UTICA, NY 13501

AGENT: ROBERT J HANAFIN INC  
204 WASHINGTON AVE.  
ENDICOTT NY 13760  
PHONE: 607-754-3500

POLICY NUMBER: US 805971419

POLICY PERIOD: 06/04/90 TO 04/15/91  
12:01 AM STANDARD TIME

CONTINUED FROM PREVIOUS PAGE:

SUMMARY OF ALL USP PREMIUMS

RESIDENCE	TERR	FIRE DEPT	MILES	PC	FT/HYD	CONST	YR	PREMIUM
1. PROPERTY	82	UTICA	3	03	500	MASONRY	35	\$ 2,888
2. PROPERTY	53	FORESTPORT	5	09	1001	FRAME	67	\$ 625
WORKER'S COMPENSATION								\$ 3
VEHICLES								
	TERR	SYM	SEX	M/S				
2. LIABILITY	82	13	M	2	\$	134		
OTHER THAN COLLISION					\$	95		
COLLISION					\$	201		
PERSONAL INJURY PROTECTION					\$	53		
3. LIABILITY	82	14	F	2	\$	150		
OTHER THAN COLLISION					\$	158		
COLLISION					\$	267		
PERSONAL INJURY PROTECTION					\$	48		
UM/UIM PREMIUM FOR ALL VEHICLES								\$ 86
TOTAL FOR ALL EXPOSURES								\$ 4,708

CNA'S PERSONAL INSURANCE .... CONTINUING OUR COMMITMENT TO GIVE YOU THE MOST COMPREHENSIVE COVERAGE AT THE BEST POSSIBLE PRICE.

FOR ALL YOUR INSURANCE NEEDS, CONTACT YOUR INDEPENDENT CNA AGENT.

G-98205-A (Ed. 7/83)

USP DEC 018283557

*Handwritten signature*  
Corporate Secretary

*Handwritten signature*  
Chairman of the Board

I 0622



RETAIN  
THIS PORTION

Date Paid: \_\_\_\_\_  
Amount Paid: \$ \_\_\_\_\_ Check No.: \_\_\_\_\_

ACCOUNT STATEMENT

Prior Balance \$ \_\_\_\_\_  
Payments \$ \_\_\_\_\_  
Charges/Credits \$ \_\_\_\_\_  
Current Balance \$ \_\_\_\_\_

FUTURE INSTALLMENT  
DATES



For All the Commitments You Make®

PAYMENT NOTICE - RETURN THIS PORTION

Please use the enclosed return envelope to mail your payment. Make your check payable to CNA and include your Policy Number on your check.

0622

Insured CHARLES A & CORNELIA GAETANO Policy No. US 805971419

Pay in  
Installments of   
-OR-  
Pay in full   
Pay on or  
Before

REFER TO PAGE 1 FOR  
BILLING INFORMATION





For All the Commitments You Make®

CNA Plaza

Chicago, Illinois 60685

UNIVERSAL SECURITY ELITE AMENDED COVERAGE SUMMARY  
INSURANCE PROVIDED BY TRANSPORTATION INS. CO.  
(PAGE 4 OF 4)

NAMED INSURED: CHARLES A & CORNELIA GAETANO  
311 TURNER ST  
UTICA, NY 13501

AGENT: ROBERT J HANAFIN INC  
204 WASHINGTON AVE.  
ENDICOTT NY 13760  
PHONE: 607-754-3500

POLICY NUMBER: US 805971419

POLICY PERIOD: 06/04/90 TO 04/15/91  
12:01 AM STANDARD TIME

CONTINUED FROM PREVIOUS PAGE:

UNIVERSAL SECURITY POLICY  
FULL COVERAGE WINDOW GLASS  
NEW YORK

SCHEDULE

YEAR/MAKE/MODEL	VEHICLE IDENTIFICATION #	FULL COVERAGE WINDOW GLASS	
		COLLISION	OTHER THAN COLLISION
1990 LINC CONT SIGN	1LNCM9849LY770700		X
1989 JEEP WAGONEER	1J4GS5878KP109124		X

FOR AN ADDITIONAL PREMIUM, THE FIRST PARAGRAPH UNDER "DAMAGE TO MOTOR VEHICLES" IN THE UNIVERSAL SECURITY DELUXE MOTOR VEHICLE POLICY: OR, UNDER "PROPERTY COVERAGE-MOTOR VEHICLE" IN ALL OTHER UNIVERSAL SECURITY POLICIES, IS AMENDED BY THE ADDITION OF THE FOLLOWING:

WE WILL PAY UNDER COLLISION OR OTHER THAN COLLISION FOR WINDOW GLASS BREAKAGE ON YOUR COVERED AUTOMOBILE WITHOUT A DEDUCTIBLE. WE WILL PAY ONLY IF THE SCHEDULE OR COVERAGE SUMMARY INDICATES THAT FULL COVERAGE WINDOW GLASS APPLIES TO THAT AUTO AND COVERAGE. IF ONLY COLLISION COVERAGE IS AFFORDED WITH FULL COVERAGE WINDOW GLASS, ANY COVERED WINDOW GLASS BREAKAGE CAUSED BY COLLISION WILL BE CONSIDERED A COLLISION LOSS.

ALL OTHER PROVISIONS APPLY.

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COPYRIGHT INSURANCE SERVICES OFFICE, INC., 1986.

G-56043-A (ED. 01/86)

G-88205-A (Ed. 7/83)  
*H. A. J. J.*  
Corporate Secretary

*E. J. Notha*  
Chairman of the Board

I 0622



RETAIN  
THIS PORTION

Date Paid: \_\_\_\_\_  
Amount Paid: \$ \_\_\_\_\_ Check No.: \_\_\_\_\_

ACCOUNT STATEMENT

Prior Balance \$

Payments \$

Charges/Credits \$

Current Balance \$

FUTURE INSTALLMENT  
DATES



For All the Commitments You Make®

PAYMENT NOTICE - RETURN THIS PORTION

Please use the enclosed return envelope to mail your payment. Make your check payable to CNA and include your Policy Number on your check.

0622

Insured CHARLES A & CORNELIA GAETANO Policy No. US 805971419

Pay in  
Installments of   
-OR-  
Pay in full   
Pay on or  
Before

REFER TO PAGE 1 FOR  
BILLING INFORMATION



For All the Commitments You Make®

CNA Plaza

Chicago, Illinois 60685

UNIVERSAL SECURITY ELITE AMENDED COVERAGE SUMMARY  
INSURANCE PROVIDED BY TRANSPORTATION INS. CO.  
(PAGE 2 OF 3)

NAMED INSURED: CHARLES A & CORNELIA GAETANO  
311 TURNER ST  
UTICA, NY 13501

File CAG  
person  
(in)

AGENT: ROBERT J HANAFIN INC  
204 WASHINGTON AVE.  
ENDICOTT NY 13760  
PHONE: 607-754-3500

POLICY NUMBER: US 805971419

POLICY PERIOD: 04/15/90 TO 04/15/91  
12:01 AM STANDARD TIME

CONTINUED FROM PREVIOUS PAGE:

RESIDENCE DESCRIPTION

- 1113 PARKWAY EAST, UTICA NY 13501
- WHITE LAKE RD, FORESTPORT NY 13338

DESCRIPTION OF  
VEHICLES

VIN/SERIAL NUMBER

DRIVER  
NUMBER

- |                      |                   |    |
|----------------------|-------------------|----|
| 1. 88 LINC CONT SIGN | 1LNBM98F8JY786945 | 02 |
| 2. 89 JEEP WAGONEER  | 1J4GS5878KP109124 | 01 |

DRIVER(S)

- |                      |                       |
|----------------------|-----------------------|
| 1. CHARLES A GAETANO | 2. CORNELIA H GAETANO |
|----------------------|-----------------------|

CLASS CODES: VEH 1 801120 VEH 2 802120

INTERESTED PARTIES

LIENHOLDER VEH 1

CHARLES A GAETANO CONST CORP  
311 TURNER ST  
UTICA, NY 13501

LIENHOLDER VEH 2

CHRYSLER CR CORP  
P O BOX 15014  
ALBANY, NY 12212

SPECIAL INFORMATION

THIS COVERAGE SUMMARY IS PART OF THE POLICY

CHANGE TO ANNUAL PREMIUM (-) \$ 493  
REVISED ANNUAL POLICY PREMIUM \$ 4,712  
RETURN PREMIUM FOR COVERAGES FROM 04/15/90-04/15/91 \$

493

return premium

G-88205-A (Ed. 7/83)

JSP DEC 018283557

*H. L. J. J.*  
Corporate Secretary

*E. J. Notha*  
Chairman of the Board

I 0403



RETAIN  
THIS PORTION

Date Paid: \_\_\_\_\_  
Amount Paid: \$ \_\_\_\_\_ Check No.: \_\_\_\_\_

ACCOUNT STATEMENT

Prior Balance \$

Payments \$

Charges/Credits \$

Current Balance \$

FUTURE INSTALLMENT  
DATES



For All the Commitments You Make®

PAYMENT NOTICE - RETURN THIS PORTION

Please use the enclosed return envelope to mail your payment. Make your check payable to CNA and include your Policy Number on your check. 0403

Insured CHARLES A & CORNELIA GAETANO Policy No. US 805971419

Pay in  
Installments of   
-OR-  
Pay in full   
Pay on or  
Before

REFER TO PAGE 1 FOR  
BILLING INFORMATION



For All the Commitments You Make<sup>®</sup>  
CNA Plaza  
Chicago, Illinois 60685

UNIVERSAL SECURITY ELITE AMENDED COVERAGE SUMMARY  
INSURANCE PROVIDED BY TRANSPORTATION INS. CO.  
(PAGE 1 OF 3)

NAMED INSURED: CHARLES A & CORNELIA GAETANO  
311 TURNER ST  
UTICA, NY 13501

AGENT: ROBERT J HANAFIN INC  
204 WASHINGTON AVE.  
ENDICOTT NY 13760  
PHONE: 607-754-3500

CHARLES A & CORNELIA GAETANO  
311 TURNER ST  
UTICA, NY 13501

POLICY NUMBER: US 805971419

POLICY PERIOD: 04/15/90 TO 04/15/91  
12:01 AM STANDARD TIME

COVERAGE

LIABILITY

	LIMIT	DEDUCTIBLE
PERSONAL LIABILITY	\$ 500,000	NONE
OPTIONAL EXCESS LIABILITY	\$4,500,000	\$ 500,000
\$50,000 DED APPLIES TO LOSS ASSESSMENT		
MEDICAL EXPENSE	\$ 5,000	NONE
UNINSURED/UNDERINSURED MOTORISTS	\$ 500,000	NONE
PERSONAL INJURY PROTECTION	PER ENDORSEMENT	NONE

PROPERTY

REAL PROPERTY AND TANGIBLE PERSONAL PROPERTY

	LIMIT	DEDUCTIBLE
RESIDENCE 1	\$1,302,000	\$ 250
RESIDENCE 2	\$ 210,000	\$ 250

THE LIMIT SHOWN REPRESENTS 200% OF THE  
CALCULATED DWELLING REPLACEMENT VALUES  
OF \$ 651,000--RESIDENCE 1  
\$ 105,000--RESIDENCE 2

EACH LIMIT IS THE TOTAL AMOUNT OF  
INSURANCE FOR YOUR DWELLING, OTHER  
STRUCTURES, AND TANGIBLE PERSONAL  
PROPERTY FOR THE LOCATION.

MOTOR VEHICLES

	ACTUAL CASH VALUE	\$	
OTHER THAN COLLISION FOR VEH 1			50
& 2			
COLLISION FOR VEH 1 & 2			200

ALL COVERAGES ARE SUBJECT TO THE ACTUAL PROVISIONS OF THE POLICY

SUBJECT TO THE FOLLOWING FORMS AND ENDORSEMENTS:

G-42324-C (02-89), G-42326-A (11-84), G-42327-A (01-84),  
G-42328-C (02-89), G-42340-B (12-86), G-42346-B (12-87),  
G-43182-A (06-88), G-44660-A (03-89), G-54426-A (02-85)

G-42347-A (03-86), G-56043-A (01-86)

YOUR UNIVERSAL SECURITY POLICY HAS BEEN GIVEN:

APPLICABLE TO PROPERTY:

A PROTECTIVE DEVICE DISCOUNT

A RENEWAL DISCOUNT

APPLICABLE TO MOTOR VEHICLES:

A LOSS FREE DISCOUNT

A MULTIPLE CAR DISCOUNT

REASON AMENDED:

CHANGE TO RESIDENCE INFORMATION

USP DEC 018283557

G-98206-A (Ed. 7/83)  
H. M. P. J. J.  
Corporate Secretary

E. J. M. H.  
Chairman of the Board

I 0403



RETAIN  
THIS PORTION

Date Paid: \_\_\_\_\_  
Amount Paid: \$ \_\_\_\_\_  
Check No.: \_\_\_\_\_

ACCOUNT STATEMENT

Prior Balance \$

Payments \$

Charges/ Credits \$

Current Balance \$

FUTURE INSTALLMENT  
DATES



For All the Commitments You Make<sup>®</sup>

Insured CHARLES A & CORNELIA GAETANO Policy No. US 805971419

Pay in  
Installments of \_\_\_\_\_  
-OR-  
Pay in full \_\_\_\_\_  
Pay on or  
Before \_\_\_\_\_

PAYMENT NOTICE - RETURN THIS PORTION

Please use the enclosed return envelope to mail your payment. Make your  
check payable to CNA and include your Policy Number on your check.

0403

THIS IS NOT A BILLING. THE  
CHANGE IN PREMIUM WILL BE  
INCLUDED ON THE NEXT NORMAL  
BILLING STATEMENT.



For All the Commitments You Make®

CNA Plaza

Chicago, Illinois 60685

UNIVERSAL SECURITY ELITE AMENDED COVERAGE SUMMARY  
INSURANCE PROVIDED BY TRANSPORTATION INS. CO.  
(PAGE 3 OF 3)

NAMED INSURED: CHARLES A & CORNELIA GAETANO  
311 TURNER ST  
UTICA, NY 13501

AGENT: ROBERT J HANAFIN INC  
204 WASHINGTON AVE.  
ENDICOTT NY 13760  
PHONE: 607-754-3500

POLICY NUMBER: US 805971419

POLICY PERIOD: 04/15/90 TO 04/15/91  
12:01 AM STANDARD TIME

CONTINUED FROM PREVIOUS PAGE:

SUMMARY OF ALL USP PREMIUMS

RESIDENCE	TERR	FIRE DEPT	MILES	PC	FT/HYD	CONST	YR	PREMIUM
1. PROPERTY	82	UTICA	3	03	500	MASONRY	35	\$ 2,888
2. PROPERTY	53	FORESTPORT	5	09	1001	FRAME	67	\$ 625
WORKER'S COMPENSATION								\$ 3
VEHICLES								
		TERR	SYM	SEX	M/S			
1. LIABILITY	82	14	F	2				\$ 155
OTHER THAN COLLISION								\$ 144
COLLISION								\$ 271
PERSONAL INJURY PROTECTION								\$ 57
2. LIABILITY	82	13	M	2				\$ 134
OTHER THAN COLLISION								\$ 95
COLLISION								\$ 201
PERSONAL INJURY PROTECTION								\$ 53
UM/UIM PREMIUM FOR ALL VEHICLES								\$ 86

TOTAL FOR ALL EXPOSURES \$ 4,712

CNA'S PERSONAL INSURANCE .... CONTINUING OUR COMMITMENT TO GIVE YOU THE MOST COMPREHENSIVE COVERAGE AT THE BEST POSSIBLE PRICE.

FOR ALL YOUR INSURANCE NEEDS, CONTACT YOUR INDEPENDENT CNA AGENT.

G-88205-A (Ed. 7/83)

USP DEC 018283557

*Thomas R. J. J. J.*  
Corporate Secretary

*E. J. M. M.*  
Chairman of the Board

I 0403

**CNA** RETAIN THIS PORTION

Date Paid: \_\_\_\_\_  
Amount Paid: \$ \_\_\_\_\_ Check No.: \_\_\_\_\_

ACCOUNT STATEMENT

Prior Balance \$

Payments \$

Charges/ Credits \$

Current Balance \$

FUTURE INSTALLMENT DATES



For All the Commitments You Make®

PAYMENT NOTICE - RETURN THIS PORTION

Please use the enclosed return envelope to mail your payment. Make your check payable to CNA and include your Policy Number on your check.

0403

Insured CHARLES A & CORNELIA GAETANO Policy No. US 805971419

Pay in  
Installments of   
-OR-  
Pay in full   
Pay on or  
Before

REFER TO PAGE 1 FOR BILLING INFORMATION



For All the Commitments You Make®

CNA Plaza  
Chicago, Illinois 60685

UNIVERSAL SECURITY ELITE RENEWAL COVERAGE SUMMARY  
INSURANCE PROVIDED BY TRANSPORTATION INS. CO.  
(PAGE 1 OF 3)

NAMED INSURED: CHARLES A & CORNELIA GAETANO  
311 TURNER ST  
UTICA, NY 13501

AGENT: ROBERT J HANAFIN INC  
204 WASHINGTON AVE.  
ENDICOTT NY 13760  
PHONE: 607-754-3500

CHARLES A GAETANO CONST CORP  
311 TURNER ST  
UTICA, NY 13501

POLICY NUMBER: US 805971419

POLICY PERIOD: 04/15/90 TO 04/15/91  
12:01 AM STANDARD TIME

COVERAGE

LIMIT DEDUCTIBLE

LIABILITY

PERSONAL LIABILITY	\$ 500,000	NONE
OPTIONAL EXCESS LIABILITY	\$4,500,000	\$ 500,000
\$50,000 DED APPLIES TO LOSS ASSESSMENT		
MEDICAL EXPENSE	\$ 5,000	NONE
UNINSURED/UNDERINSURED MOTORISTS	\$ 500,000	NONE
PERSONAL INJURY PROTECTION	PER ENDORSEMENT	NONE

PROPERTY

REAL PROPERTY AND TANGIBLE PERSONAL PROPERTY

RESIDENCE 1	\$1,534,000	\$ 250
RESIDENCE 2	\$ 210,000	\$ 250

THE LIMIT SHOWN REPRESENTS 200% OF THE  
CALCULATED DWELLING REPLACEMENT VALUES  
OF \$ 767,000--RESIDENCE 1  
\$ 105,000--RESIDENCE 2

EACH LIMIT IS THE TOTAL AMOUNT OF  
INSURANCE FOR YOUR DWELLING, OTHER  
STRUCTURES, AND TANGIBLE PERSONAL  
PROPERTY FOR THE LOCATION.

MOTOR VEHICLES

OTHER THAN COLLISION FOR VEH 1	ACTUAL CASH VALUE	\$ 50
& 2		
COLLISION FOR VEH 1 & 2	ACTUAL CASH VALUE	\$ 200

ALL COVERAGES ARE SUBJECT TO THE ACTUAL PROVISIONS OF THE POLICY

SUBJECT TO THE FOLLOWING FORMS AND ENDORSEMENTS:

\*G-42324-C (02-89), \*G-42328-C (02-89), \*G-42340-B (12-86),  
\*G-42346-B (12-87), \*G-43182-A (06-88), \*G-44660-A (03-89),  
G-42326-A (11-84), G-42327-A (01-84), G-54426-A (02-85)

G-42347-A (03-86), G-56043-A (01-86)

G-88205-A (Ed. 7/83)

SP DEC 018283557

*Thomas R. J. J. J.*  
Corporate Secretary

*E. J. M. M.*  
Chairman of the Board

L 0308



RETAIN  
THIS PORTION

Date Paid: \_\_\_\_\_  
Amount Paid: \$ \_\_\_\_\_  
Check No.: \_\_\_\_\_

ACCOUNT STATEMENT

Prior Balance \$ NONE  
Payments \$ NONE  
Charges/Credits \$5,205.00  
Current Balance \$5,205.00

FUTURE INSTALLMENT  
DATES

07/15/90  
10/15/90  
01/15/91



For All the Commitments You Make®

PAYMENT NOTICE - RETURN THIS PORTION

Please use the enclosed return envelope to mail your payment. Make your  
check payable to CNA and include your Policy Number on your check.

0308

Insured CHARLES A & CORNELIA GAETANO Policy No. US 805971419

Pay in  
Installments of \$ 1,303.25

-OR-  
Pay in full \$ 5,205.00

Pay on or  
Before 04/15/90

INSTALLMENT PREMIUM  
INCLUDES A \$2.00  
CHARGE.

DO NOT PAY. THIS IS A COPY  
OF THE BILL SENT TO:

CHARLES A & CORNELIA GAETANO  
311 TURNER ST  
UTICA, NY 13501

300018283557320080597141906 041590 01303254 052050000



For All the Commitments You Make®

CNA Plaza

Chicago, Illinois 60685

UNIVERSAL SECURITY ELITE RENEWAL COVERAGE SUMMARY  
INSURANCE PROVIDED BY TRANSPORTATION INS. CO.  
(PAGE 2 OF 3)

NAMED INSURED: CHARLES A & CORNELIA GAETANO  
311 TURNER ST  
UTICA, NY 13501

AGENT: ROBERT J HANAFIN INC  
204 WASHINGTON AVE.  
ENDICOTT NY 13760  
PHONE: 607-754-3500

POLICY NUMBER: US 805971419

POLICY PERIOD: 04/15/90 TO 04/15/91  
12:01 AM STANDARD TIME

CONTINUED FROM PREVIOUS PAGE:

PLEASE READ THE ATTACHED IMPORTANT NOTICES CONCERNING YOUR POLICY:

*G-15056-A (08-89)	NOTICE OF POLICY CHANGES
*G-15219-A	APPRECIATION LETTER
*G-43755-A (08-88)	ELITE UPGRADE NOTICE
*G-44661-A (03-89)	RENTAL VEHICLE COVERAGE NOTICE
*G-53624-B31 (11-87)	MOTOR VEHICLE OPERATORS NOTICE
*G-58496-A (06-87)	CONVERSION BROCHURE
*G-58505-D (07-89)	NOTICE OF EARTHQUAKE DEDUCTIBLE AND OPTIONS
*G-58510-A (08-87)	IMPORTANT INFORMATION
*9-23209-A (05-89)	NOTICE OF POLICY CHANGES

THE FORMS WITH AN ASTERISK REFLECT REVISED OR NEW FORMS INCLUDED  
WITH THIS COVERAGE SUMMARY

YOUR UNIVERSAL SECURITY POLICY HAS BEEN GIVEN:

APPLICABLE TO PROPERTY:

A PROTECTIVE DEVICE DISCOUNT

A RENEWAL DISCOUNT

APPLICABLE TO MOTOR VEHICLES:

A LOSS FREE DISCOUNT

A MULTIPLE CAR DISCOUNT

RESIDENCE DESCRIPTION

1. 1113 PARKWAY EAST, UTICA NY 13501
2. WHITE LAKE RD, FORESTPORT NY-13338

DESCRIPTION OF  
VEHICLES

VIN/SERIAL NUMBER

DRIVER  
NUMBER

1. 88 LINC CONT SIGN
2. 89 JEEP WAGONEER

1LNBM98F8JY786945  
1J4GS5878KP109124

02  
01

DRIVER(S)

1. CHARLES A GAETANO
2. CORNELIA H GAETANO

CLASS CODES: VEH 1 801120 VEH 2 802120

INTERESTED PARTIES

LIENHOLDER VEH 1

CHARLES A GAETANO CONST CORP  
311 TURNER ST  
UTICA, NY 13501

LIENHOLDER VEH 2

CHRYSLER CR CORP  
P O BOX 15014  
ALBANY, NY 12212

USP DEC 018283557

G-88205-A (Ed. 7/83)

*Handwritten signature*  
Corporate Secretary

*Handwritten signature*  
Chairman of the Board

L 0308



RETAIN  
THIS PORTION

Date Paid: \_\_\_\_\_  
Amount Paid: \$ \_\_\_\_\_ Check No.: \_\_\_\_\_

ACCOUNT STATEMENT

Prior Balance \$

Payments \$

Charges/ Credits \$

Current Balance \$

FUTURE INSTALLMENT  
DATES



For All the Commitments You Make®

PAYMENT NOTICE - RETURN THIS PORTION

Please use the enclosed return envelope to mail your payment. Make your  
check payable to CNA and include your Policy Number on your check.

0308

Insured CHARLES A & CORNELIA GAETANO Policy No. US 805971419

Pay in  
Installments of   
-OR-  
Pay in full   
Pay on or  
Before

REFER TO PAGE 1 FOR  
BILLING INFORMATION



For All the Commitments You Make®

CNA Plaza  
Chicago, Illinois 60685

UNIVERSAL SECURITY ELITE RENEWAL COVERAGE SUMMARY  
INSURANCE PROVIDED BY TRANSPORTATION INS. CO.  
(PAGE 3 OF 3)

NAMED INSURED: CHARLES A & CORNELIA GAETANO  
311 TURNER ST  
UTICA, NY 13501

AGENT: ROBERT J HANAFIN INC  
204 WASHINGTON AVE.  
ENDICOTT NY 13760  
PHONE: 607-754-3500

POLICY NUMBER: US 805971419

POLICY PERIOD: 04/15/90 TO 04/15/91  
12:01 AM STANDARD TIME

CONTINUED FROM PREVIOUS PAGE:

SPECIAL INFORMATION

THIS COVERAGE SUMMARY IS PART OF THE POLICY

TOTAL POLICY PREMIUM \$ 5,205

CNA'S PERSONAL INSURANCE .... CONTINUING OUR COMMITMENT TO GIVE YOU THE MOST COMPREHENSIVE COVERAGE AT THE BEST POSSIBLE PRICE.

FOR ALL YOUR INSURANCE NEEDS, CONTACT YOUR INDEPENDENT CNA AGENT.

G-88205-A (Ed. 7/83)

USP DEC 018283557

*H. R. J. J.*  
Corporate Secretary

*E. J. Noha*  
Chairman of the Board

L 0308



RETAIN  
THIS PORTION

Date Paid: \_\_\_\_\_  
Amount Paid: \$ \_\_\_\_\_ Check No.: \_\_\_\_\_

ACCOUNT STATEMENT

Prior Balance \$

Payments \$

Charges/Credits \$

Current Balance \$

FUTURE INSTALLMENT DATES



For All the Commitments You Make®

Insured CHARLES A & CORNELIA GAETANO Policy No. US 805971419

Pay in Installments of   
-OR-  
Pay in full   
Pay on or Before

PAYMENT NOTICE - RETURN THIS PORTION

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0308

REFER TO PAGE 1 FOR BILLING INFORMATION

# Account Statement

**CNA**  
For All the Commitments You Make

Return This Portion  
with Your Check Payable to CNA

Date Prepared Insurance For

06/15/90 CHARLES A & CORNELIA GAETANO

P.O. BOX 371331M  
PITTSBURGH PA. 15250

Your

Account Number

018283557

PAY EITHER →

Amount

\$3,412.75

For Coverage To

04/15/91

PAY ON  
OR BEFORE

07/15/90

Your Policy Number

US 805971419

└→

\$1,056.75

10/15/90

CHARLES A & CORNELIA GAETANO  
311 TURNER ST  
UTICA, NY 13501

300 018283557320080597141906 071590 01056753 034127500000061

0

15-18N-L1-05365

## Account Statement

Insurance For

Please Tear Along This Line and Keep This Portion For Your Records  
See Payment Explanation on Back

CHARLES A & CORNELIA GAETANO  
311 TURNER ST  
UTICA, NY 13501

ACCOUNT 018283557

TRANSPORTATION INSURANCE CO.

UNIVERSAL SECURITY ELITE POLICY US 805971419

EXPLANATION OF YOUR STATEMENT

PREPARED 06/15/90

DATE DESCRIPTION

PRIOR BALANCE

5,207.00

03/23/90 PAYMENT APPLIED

1,303.25- PD BY CG Prop

04/03/90 POLICY CREDIT EFF. 04/15/90

493.00- d/c

INSTALLMENT CHARGE

2.00

CURRENT BALANCE

3,412.75

TO PAY YOUR POLICY IN FULL, THE TOTAL AMOUNT DUE IS \$ 3,412.75

TO PAY IN INSTALLMENTS, THE MINIMUM AMOUNT DUE IS \$ 1,056.75

Gen. Inv.

A/c # 62000

FOR ADDITIONAL INFORMATION, CONTACT YOUR AGENT  
ROBERT J HANAFIN INC  
204 WASHINGTON AVE.  
ENDICOTT NY 13760

**CNA**

For All the Commitments You Make





For All the Commitments You Make®

CNA Plaza  
Chicago, Illinois 60685

UNIVERSAL SECURITY ELITE RENEWAL COVERAGE SUMMARY  
INSURANCE PROVIDED BY TRANSPORTATION INS. CO.  
(PAGE 1 OF 5)

NAMED INSURED: CHARLES A & CORNELIA GAETANO  
311 TURNER ST  
UTICA, NY 13501

AGENT: ROBERT J HANAFIN INC  
204 WASHINGTON AVE.  
ENDICOTT NY 13760  
PHONE: 607-754-3500

CHARLES A & CORNELIA GAETANO  
311 TURNER ST  
UTICA, NY 13501

POLICY NUMBER: US 805971419

POLICY PERIOD: 04/15/90 TO 04/15/91  
12:01 AM STANDARD TIME

UNIVERSAL SECURITY ELITE POLICY BILLING SCHEDULE

PREPARED 03/08/90

PAYOR - CHARLES A & CORNELIA GAETANO  
ACTIVITY EFFECTIVE PREMIUM

ACTIVITY	EFFECTIVE	PREMIUM	DUE DATE	STATUS	AMOUNT
RENEWAL POLICY	04/15/90	\$ 5205.00			
1ST INSTALLMENT			04/15/90	CG PROP.	\$ 1301.25
2ND INSTALLMENT			07/15/90		\$ 1301.25
3RD INSTALLMENT			10/15/90		\$ 1301.25
4TH INSTALLMENT			01/15/91		\$ 1301.25

CHARGES/CREDITS:.....\$ 5205.00

CURRENT BALANCE:.....\$ 5205.00

INSURED'S INFORMATION:

THE TOTAL USP RENEWAL PREMIUM IS \$5,205.00. THE PREMIUM HAS BEEN ESTABLISHED ON THE FOUR-PAY QUARTERLY PAYMENT PLAN.

TO PAY IN QUARTERLY INSTALLMENTS, THE MINIMUM AMOUNT DUE IS \$1,303.25, WHICH INCLUDES A \$2.00 INSTALLMENT CHARGE.  
TO PAY IN FULL, THE TOTAL AMOUNT DUE IS \$5,205.00.

THANK YOU FOR RENEWING YOUR POLICY WITH CNA.

G-88205-A (Ed. 7/83)

USP DEC 018283557

*Handwritten signature*  
Corporate Secretary

*Handwritten signature*  
Chairman of the Board

I 0308



For All the Commitments You Make®

CNA Plaza  
Chicago, Illinois 60685

UNIVERSAL SECURITY ELITE RENEWAL COVERAGE SUMMARY  
INSURANCE PROVIDED BY TRANSPORTATION INS. CO.  
(PAGE 2 OF 5)

NAMED INSURED: CHARLES A & CORNELIA GAETANO  
311 TURNER ST  
UTICA, NY 13501

AGENT: ROBERT J HANAFIN INC  
204 WASHINGTON AVE.  
ENDICOTT NY 13760  
PHONE: 607-754-3500

POLICY NUMBER: US 805971419

POLICY PERIOD: 04/15/90 TO 04/15/91  
12:01 AM STANDARD TIME

CONTINUED FROM PREVIOUS PAGE:

COVERAGE LIMIT DEDUCTIBLE  
LIABILITY

PERSONAL LIABILITY	\$ 500,000	NONE
OPTIONAL EXCESS LIABILITY	\$4,500,000	\$ 500,000
\$50,000 DED APPLIES TO LOSS ASSESSMENT		
MEDICAL EXPENSE	\$ 5,000	NONE
UNINSURED/UNDERINSURED MOTORISTS	\$ 500,000	NONE
PERSONAL INJURY PROTECTION	PER ENDORSEMENT	NONE

PROPERTY

REAL PROPERTY AND TANGIBLE PERSONAL PROPERTY

RESIDENCE 1	\$1,534,000	\$ 250
RESIDENCE 2	\$ 210,000	\$ 250

THE LIMIT SHOWN REPRESENTS 200% OF THE  
CALCULATED DWELLING REPLACEMENT VALUES  
OF \$ 767,000--RESIDENCE 1  
\$ 105,000--RESIDENCE 2

EACH LIMIT IS THE TOTAL AMOUNT OF  
INSURANCE FOR YOUR DWELLING, OTHER  
STRUCTURES, AND TANGIBLE PERSONAL  
PROPERTY FOR THE LOCATION.

MOTOR VEHICLES

OTHER THAN COLLISION FOR VEH 1 & 2	ACTUAL CASH VALUE	\$ 50
COLLISION FOR VEH 1 & 2	ACTUAL CASH VALUE	\$ 200

ALL COVERAGES ARE SUBJECT TO THE ACTUAL PROVISIONS OF THE POLICY

SUBJECT TO THE FOLLOWING FORMS AND ENDORSEMENTS:

\*G-42324-C (02-89), \*G-42328-C (02-89), \*G-42340-B (12-86),  
\*G-42346-B (12-87), \*G-43182-A (06-88), \*G-44660-A (03-89),  
G-42326-A (11-84), G-42327-A (01-84), G-54426-A (02-85)

G-42347-A (03-86), G-56043-A (01-86)

G-88205-A (Ed. 7/83)

JSP DEC 018283557

*James R. Jell*  
Corporate Secretary

*E. J. Notha*  
Chairman of the Board

I 0308



RETAIN  
THIS PORTION

Date Paid: \_\_\_\_\_  
Amount Paid: \$ \_\_\_\_\_ Check No.: \_\_\_\_\_

ACCOUNT STATEMENT

Prior Balance \$

Payments \$

Charges/  
Credits \$

Current Balance \$

FUTURE INSTALLMENT  
DATES



For All the Commitments You Make®

PAYMENT NOTICE - RETURN THIS PORTION

Please use the enclosed return envelope to mail your payment. Make your  
check payable to CNA and include your Policy Number on your check.

0308

Insured CHARLES A & CORNELIA GAETANO Policy No. US 805971419

Pay in  
Installments of   
-OR-  
Pay in full   
Pay on or  
Before

REFER TO PAGE 1 FOR  
BILLING INFORMATION



For All the Commitments You Make®

CNA Plaza  
Chicago, Illinois 60685

UNIVERSAL SECURITY ELITE RENEWAL COVERAGE SUMMARY  
INSURANCE PROVIDED BY TRANSPORTATION INS. CO.  
(PAGE 3 OF 5)

NAMED INSURED: CHARLES A & CORNELIA GAETANO  
311 TURNER ST  
UTICA, NY 13501

AGENT: ROBERT J HANAFIN INC  
204 WASHINGTON AVE.  
ENDICOTT NY 13760  
PHONE: 607-754-3500

POLICY NUMBER: US 805971419

POLICY PERIOD: 04/15/90 TO 04/15/91  
12:01 AM STANDARD TIME

CONTINUED FROM PREVIOUS PAGE:

PLEASE READ THE ATTACHED IMPORTANT NOTICES CONCERNING YOUR POLICY:

*G-15056-A (08-89)	NOTICE OF POLICY CHANGES
*G-15219-A	APPRECIATION LETTER
*G-43755-A (08-88)	ELITE UPGRADE NOTICE
*G-44661-A (03-89)	RENTAL VEHICLE COVERAGE NOTICE
*G-53624-B31 (11-87)	MOTOR VEHICLE OPERATORS NOTICE
*G-58496-A (06-87)	CONVERSION BROCHURE
*G-58505-D (07-89)	NOTICE OF EARTHQUAKE DEDUCTIBLE AND OPTIONS
*G-58510-A (08-87)	IMPORTANT INFORMATION
*9-23209-A (05-89)	NOTICE OF POLICY CHANGES

THE FORMS WITH AN ASTERISK REFLECT REVISED OR NEW FORMS INCLUDED WITH THIS COVERAGE SUMMARY

YOUR UNIVERSAL SECURITY POLICY HAS BEEN GIVEN:

APPLICABLE TO PROPERTY:

A PROTECTIVE DEVICE DISCOUNT

A RENEWAL DISCOUNT

APPLICABLE TO MOTOR VEHICLES:

A LOSS FREE DISCOUNT

A MULTIPLE CAR DISCOUNT

RESIDENCE DESCRIPTION

1. 1113 PARKWAY EAST, UTICA NY 13501
2. WHITE LAKE RD, FORESTPORT NY 13338

DESCRIPTION OF  
VEHICLES

VIN/SERIAL NUMBER

DRIVER  
NUMBER

1. 88 LINC CONT SIGN
2. 89 JEEP WAGONEER

1LNBM98F8JY786945  
1J4GS5878KP109124

02  
01

DRIVER(S)

1. CHARLES A GAETANO

2. CORNELIA H GAETANO

CLASS CODES: VEH 1 801120 VEH 2 802120

INTERESTED PARTIES

LIENHOLDER VEH 1

CHARLES A GAETANO CONST CORP  
311 TURNER ST  
UTICA, NY 13501

LIENHOLDER VEH 2

CHRYSLER CR CORP  
P O BOX 15014  
ALBANY, NY 12212

USP DEC 018283557

G-88205-A (Ed. 7/83)

Corporate Secretary

Chairman of the Board

I 0308



RETAIN  
THIS PORTION

Date Paid: \_\_\_\_\_  
Amount Paid: \$ \_\_\_\_\_ Check No.: \_\_\_\_\_

ACCOUNT STATEMENT

Prior Balance \$

Payments \$

Charges/ Credits \$

Current Balance \$

FUTURE INSTALLMENT  
DATES



For All the Commitments You Make®

PAYMENT NOTICE - RETURN THIS PORTION

Please use the enclosed return envelope to mail your payment. Make your check payable to CNA and include your Policy Number on your check.

0308

Insured CHARLES A & CORNELIA GAETANO

Policy No. US 805971419

Pay in  
Installments of   
-OR-  
Pay in full   
Pay on or  
Before

REFER TO PAGE 1 FOR  
BILLING INFORMATION



For All the Commitments You Make®

CNA Plaza  
Chicago, Illinois 60685

UNIVERSAL SECURITY ELITE RENEWAL COVERAGE SUMMARY  
INSURANCE PROVIDED BY TRANSPORTATION INS. CO.  
(PAGE 4 OF 5)

NAMED INSURED: CHARLES A & CORNELIA GAETANO  
311 TURNER ST  
UTICA, NY 13501

AGENT: ROBERT J HANAFIN INC  
204 WASHINGTON AVE.  
ENDICOTT NY 13760  
PHONE: 607-754-3500

POLICY NUMBER: US 805971419

POLICY PERIOD: 04/15/90 TO 04/15/91  
12:01 AM STANDARD TIME

CONTINUED FROM PREVIOUS PAGE:

SPECIAL INFORMATION

THIS COVERAGE SUMMARY IS PART OF THE POLICY

TOTAL POLICY PREMIUM \$ 5,205

G-88205-A (Ed. 7/83)

USP DEC 018283557

*Thomas E. J. J. J.*  
Corporate Secretary

*E. J. Notha*  
Chairman of the Board

I 0308



RETAIN  
THIS PORTION

Date Paid: \_\_\_\_\_  
Amount Paid: \$ \_\_\_\_\_ Check No.: \_\_\_\_\_

ACCOUNT STATEMENT

Prior Balance \$

Payments \$

Charges/ Credits \$

Current Balance \$

FUTURE INSTALLMENT  
DATES



For All the Commitments You Make®

PAYMENT NOTICE - RETURN THIS PORTION

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0308

Insured CHARLES A & CORNELIA GAETANO Policy No. US 805971419

Pay in  
Installments of

-OR-

Pay in full

Pay on or  
Before

REFER TO PAGE 1 FOR  
BILLING INFORMATION



For All the Commitments You Make®

CNA Plaza  
Chicago, Illinois 60685

UNIVERSAL SECURITY ELITE RENEWAL COVERAGE SUMMARY  
INSURANCE PROVIDED BY TRANSPORTATION INS. CO.  
(PAGE 5 OF 5)

NAMED INSURED: CHARLES A & CORNELIA GAETANO  
311 TURNER ST  
UTICA, NY 13501

AGENT: ROBERT J HANAFIN INC  
204 WASHINGTON AVE.  
ENDICOTT NY 13760  
PHONE: 607-754-3500

POLICY NUMBER: US 805971419

POLICY PERIOD: 04/15/90 TO 04/15/91  
12:01 AM STANDARD TIME

CONTINUED FROM PREVIOUS PAGE:

SUMMARY OF ALL USP PREMIUMS

RESIDENCE	TERR	FIRE DEPT	MILES	PC	FT/HYD	CONST	YR	PREMIUM
1. PROPERTY	82	UTICA	3	03	500	MASONRY	35	\$ 3,381
2. PROPERTY	53	FORESTPORT	5	09	1001	FRAME	67	\$ 625
WORKER'S COMPENSATION								\$ 3
VEHICLES	TERR	SYM	SEX	M/S				
1. LIABILITY	82	14	F	2				\$ 155
OTHER THAN COLLISION								\$ 144
COLLISION								\$ 271
PERSONAL INJURY PROTECTION								\$ 57
2. LIABILITY	82	13	M	2				\$ 134
OTHER THAN COLLISION								\$ 95
COLLISION								\$ 201
PERSONAL INJURY PROTECTION								\$ 53
UM/UIM PREMIUM FOR ALL VEHICLES								\$ 86

TOTAL FOR ALL EXPOSURES \$ 5,205 <sup>61</sup>/<sub>100</sub>

CNA'S PERSONAL INSURANCE .... CONTINUING OUR COMMITMENT TO GIVE YOU THE MOST COMPREHENSIVE COVERAGE AT THE BEST POSSIBLE PRICE.

FOR ALL YOUR INSURANCE NEEDS, CONTACT YOUR INDEPENDENT CNA AGENT.

G-88205-A (Ed. 7/83)

JSP DEC 018283557

*Thomas E. J. J.*  
Corporate Secretary

*E. J. Moha*  
Chairman of the Board

I 0308



RETAIN  
THIS PORTION

Date Paid: \_\_\_\_\_  
Amount Paid: \$ \_\_\_\_\_ Check No.: \_\_\_\_\_

ACCOUNT STATEMENT

Prior Balance \$

Payments \$

Charges/Credits \$

Current Balance \$

FUTURE INSTALLMENT  
DATES



For All the Commitments You Make®

PAYMENT NOTICE - RETURN THIS PORTION

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0308

Insured CHARLES A & CORNELIA GAETANO Policy No. US 805971419

Pay in  
Installments of   
-OR-  
Pay in full   
Pay on or  
Before

REFER TO PAGE 1 FOR  
BILLING INFORMATION

UNIVERSAL SECURITY ELITE AMENDED COVERAGE SUMMARY  
INSURANCE PROVIDED BY TRANSPORTATION INS. CO.  
(PAGE 1 OF 3)  
NAMED INSURED: CHARLES A & CORNELIA GAETANO  
311 TURNER ST  
UTICA, NY 13501

AGENT: ROBERT J HANAFIN INC  
204 WASHINGTON AVE.  
ENDICOTT NY 13760  
PHONE: 607-754-3500

CHARLES A & CORNELIA GAETANO  
311 TURNER ST  
UTICA, NY 13501

POLICY NUMBER: US 805971419

POLICY PERIOD: 10/13/89 TO 04/15/90  
12:01 AM STANDARD TIME

**COVERAGE**

**LIABILITY**

**LIMIT DEDUCTIBLE**

PERSONAL LIABILITY  
OPTIONAL EXCESS LIABILITY  
MEDICAL EXPENSE  
UNINSURED/UNDERINSURED MOTORISTS  
PERSONAL INJURY PROTECTION

\$ 500,000	NONE
\$4,500,000	NONE
\$ 5,000	NONE
\$ 500,000	NONE
PER ENDORSEMENT	NONE

**PROPERTY**

**REAL PROPERTY AND TANGIBLE PERSONAL PROPERTY**

RESIDENCE 1  
RESIDENCE 2

\$1,520,000	\$	250
\$ 206,000	\$	250

THE LIMIT SHOWN REPRESENTS 200% OF THE  
CALCULATED DWELLING REPLACEMENT VALUES  
OF \$ 760,000--RESIDENCE 1  
\$ 103,000--RESIDENCE 2

EACH LIMIT IS THE TOTAL AMOUNT OF  
INSURANCE FOR YOUR DWELLING, OTHER  
STRUCTURES, AND TANGIBLE PERSONAL  
PROPERTY FOR THE LOCATION.

**MOTOR VEHICLES**

OTHER THAN COLLISION FOR VEH 3  
& 4

ACTUAL CASH VALUE	\$	50
-------------------	----	----

COLLISION FOR VEH 3 & 4

ACTUAL CASH VALUE	\$	200
-------------------	----	-----

ALL COVERAGES ARE SUBJECT TO THE ACTUAL PROVISIONS OF THE POLICY

SUBJECT TO THE FOLLOWING FORMS AND ENDORSEMENTS:

G-42324-A (06-84), G-42326-A (11-84), G-42327-A (01-84),  
G-42328-A (03-86), G-42340-A, G-42346-A (09-85), G-54426-A (02-85),  
G-56447-A (03-86)

G-42347-A (03-86), G-56043-A (01-86)

YOUR UNIVERSAL SECURITY POLICY HAS BEEN GIVEN:

APPLICABLE TO YOUR ENTIRE POLICY:

CREDIT FOR EXISTING INSURANCE

APPLICABLE TO PROPERTY:

A PROTECTIVE DEVICE DISCOUNT

APPLICABLE TO MOTOR VEHICLES:

LOSS FREE DISCOUNT

A MULTIPLE CAR DISCOUNT

SP DEC 018283557

*James P. Jolani*  
Corporate Secretary

*E. J. Nohra*  
Chairman of the Board



For All the Commitments You Make®

CNA Plaza

Chicago, Illinois 60685

UNIVERSAL SECURITY ELITE AMENDED COVERAGE SUMMARY  
INSURANCE PROVIDED BY TRANSPORTATION INS. CO.  
(PAGE 2 OF 3)

NAMED INSURED: CHARLES A & CORNELIA GAETANO  
311 TURNER ST  
UTICA, NY 13501

AGENT: ROBERT J HANAFIN INC  
204 WASHINGTON AVE.  
ENDICOTT NY 13760  
PHONE: 607-754-3500

POLICY NUMBER: US 805971419

POLICY PERIOD: 10/13/89 TO 04/15/90  
12:01 AM STANDARD TIME

CONTINUED FROM PREVIOUS PAGE:

REASON AMENDED:

CHANGE TO RESIDENCE INFORMATION

RESIDENCE DESCRIPTION

1. 1113 PARKWAY EAST, UTICA NY 13501
2. WHITE LAKE RD, FORESTPORT NY 13338

EFFECTIVE  
DATE

06/07/89  
05/28/89

DESCRIPTION OF  
VEHICLES

VIN/SERIAL NUMBER

DRIVER  
NUMBER

EFFECTIVE  
DATE

3. 88 LINC CONT SIGN
4. 89 JEEP WAGONEER

1LNBM98F8JY786945  
1J4GS5878KP109124

02  
01

04/15/89  
04/28/89

DRIVER(S)

1. CHARLES A GAETANO
2. CORNELIA H GAETANO

CLASS CODES: VEH 3 801120 VEH 4 802120

NAVIGATIONAL WARRANTY--WITHIN 50 MILES OF THE MAINLAND SHORELINE OF THE CONTINENTAL UNITED STATES OF AMERICA, ALASKA OR CANADA, THEIR RESPECTIVE INLAND WATERWAYS OR THE GULF OF CALIFORNIA NORTH 30 DEGREES NORTH LATITUDE, PROVIDED THE BOAT IS NOT MOORED IN MEXICO.

INTERESTED PARTIES

LIENHOLDER VEH 3

CHARLES A GAETANO CONST CORP  
311 TURNER ST  
UTICA, NY 13501

LIENHOLDER VEH 4

CHRYSLER CR CORP  
P O BOX 15014  
ALBANY, NY 12212

SPECIAL INFORMATION

THIS COVERAGE SUMMARY IS PART OF THE POLICY

CHANGE TO ANNUAL PREMIUM (+) \$ 128  
REVISED ANNUAL POLICY PREMIUM \$ 5,223  
ADDITIONAL PREMIUM FOR COVERAGES FROM 10/13/89-04/15/90 \$ 65

NOTE: INCREASE VALUE OF  
CAMP- 154.00 to 206.00

THE REVISED POLICY PREMIUM SHOWN ABOVE REFLECTS YOUR ANNUALIZED PREMIUM. THIS DOES NOT INCLUDE YOUR CREDIT FOR EXISTING INSURANCE WHICH IS INCLUDED ON YOUR BILL.

G-88205-A (Ed. 7/83)

JSP DEC 018283557

*Thomas R. J. J.*  
Corporate Secretary

*E. J. Notha*  
Chairman of the Board

I 1114



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CNA Plaza  
Chicago, Illinois 60685

UNIVERSAL SECURITY ELITE AMENDED COVERAGE SUMMARY  
INSURANCE PROVIDED BY TRANSPORTATION INS. CO.  
(PAGE 3 OF 3)

NAMED INSURED: CHARLES A & CORNELIA GAETANO  
311 TURNER ST  
UTICA, NY 13501

AGENT: ROBERT J HANAFIN INC  
204 WASHINGTON AVE.  
ENDICOTT NY 13760  
PHONE: 607-754-3500

POLICY NUMBER: US 805971419

POLICY PERIOD: 10/13/89 TO 04/15/90  
12:01 AM STANDARD TIME

CONTINUED FROM PREVIOUS PAGE:

SUMMARY OF ALL USP PREMIUMS

RESIDENCE	TERR	FIRE DEPT	MILES	PC	FT/HYD	CONST	YR	PREMIUM
1. PROPERTY	82	UTICA	3	03	500	MASONRY	35	\$ 3,417
2. PROPERTY	53	FORESTPORT	5	09	1001	FRAME	67	\$ 614
WORKER'S COMPENSATION								\$ 3
VEHICLES	TERR	SYM	SEX	M/S				
3. LIABILITY	82	14	F	2	\$	155		
OTHER THAN COLLISION					\$	144		
COLLISION					\$	274		
PERSONAL INJURY PROTECTION					\$	57		
4. LIABILITY	82	13	M	2	\$	134		
OTHER THAN COLLISION					\$	91		
COLLISION					\$	195		
PERSONAL INJURY PROTECTION					\$	53		
UM/UIM PREMIUM FOR ALL VEHICLES								\$ 86

TOTAL FOR ALL EXPOSURES \$ 5,223

CNA'S PERSONAL INSURANCE .... CONTINUING OUR COMMITMENT TO GIVE YOU THE MOST COMPREHENSIVE COVERAGE AT THE BEST POSSIBLE PRICE.

FOR ALL YOUR INSURANCE NEEDS, CONTACT YOUR INDEPENDENT CNA AGENT.

G-88205-A (Ed. 7/83)

USP DEC 018283557

*James E. J. J.*  
Corporate Secretary  
*E. J. J.*  
Chairman of the Board





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CNA Plaza  
Chicago, Illinois 60685

UNIVERSAL SECURITY ELITE AMENDED COVERAGE SUMMARY  
INSURANCE PROVIDED BY TRANSPORTATION INS. CO.  
(PAGE 1 OF 3)

NAMED INSURED: CHARLES A & CORNELIA GAETANO  
311 TURNER ST  
UTICA, NY 13501

*rec'd 8/11/89*

AGENT: ROBERT J HANAFIN INC  
204 WASHINGTON AVE.  
ENDICOTT NY 13760  
PHONE: 607-754-3500

CHARLES A & CORNELIA GAETANO  
311 TURNER ST  
UTICA, NY 13501

POLICY NUMBER: US 805971419

POLICY PERIOD: 06/07/89 TO 04/15/90  
12:01 AM STANDARD TIME

COVERAGE

LIMIT DEDUCTIBLE

LIABILITY

PERSONAL LIABILITY	\$ 500,000	NONE
OPTIONAL EXCESS LIABILITY	\$4,500,000	NONE
MEDICAL EXPENSE	\$ 5,000	NONE
UNINSURED/UNDERINSURED MOTORISTS	\$ 500,000	NONE
PERSONAL INJURY PROTECTION	PER ENDORSEMENT	NONE

PROPERTY

REAL PROPERTY AND TANGIBLE PERSONAL PROPERTY

RESIDENCE 1	\$1,520,000	\$	250
RESIDENCE 2	\$ 154,000	\$	250

THE LIMIT SHOWN REPRESENTS 200% OF THE  
CALCULATED DWELLING REPLACEMENT VALUES  
OF \$ 760,000--RESIDENCE 1

\$ 77,000--RESIDENCE 2

EACH LIMIT IS THE TOTAL AMOUNT OF  
INSURANCE FOR YOUR DWELLING, OTHER  
STRUCTURES, AND TANGIBLE PERSONAL  
PROPERTY FOR THE LOCATION.

MOTOR VEHICLES

OTHER THAN COLLISION FOR VEH 3	ACTUAL CASH VALUE	\$	50
& 4			
COLLISION FOR VEH 3 & 4	ACTUAL CASH VALUE	\$	200

ALL COVERAGES ARE SUBJECT TO THE ACTUAL PROVISIONS OF THE POLICY

SUBJECT TO THE FOLLOWING FORMS AND ENDORSEMENTS:

G-42324-A (06-84), G-42326-A (11-84), G-42327-A (01-84),  
G-42328-A (03-86), G-42340-A, G-42346-A (09-85), G-54426-A (02-85),  
G-56447-A (03-86)

G-42347-A (03-86), G-56043-A (01-86)

YOUR UNIVERSAL SECURITY POLICY HAS BEEN GIVEN:

APPLICABLE TO YOUR ENTIRE POLICY:

CREDIT FOR EXISTING INSURANCE

APPLICABLE TO PROPERTY:

A PROTECTIVE DEVICE DISCOUNT

APPLICABLE TO MOTOR VEHICLES:

LOSS FREE DISCOUNT

A MULTIPLE CAR DISCOUNT

G-88205-A (Ed. 7/83)

SP DEC 018283557

*Thomas R. J. J. J.*  
Corporate Secretary

*E. J. Notha*  
Chairman of the Board

I 0802



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CNA Plaza  
Chicago, Illinois 60685

UNIVERSAL SECURITY ELITE AMENDED COVERAGE SUMMARY  
INSURANCE PROVIDED BY TRANSPORTATION INS. CO.  
(PAGE 2 OF 3)

NAMED INSURED: CHARLES A & CORNELIA GAETANO  
311 TURNER ST  
UTICA, NY 13501

AGENT: ROBERT J HANAFIN INC  
204 WASHINGTON AVE.  
ENDICOTT NY 13760  
PHONE: 607-754-3500

POLICY NUMBER: US 805971419

POLICY PERIOD: 06/07/89 TO 04/15/90  
12:01 AM STANDARD TIME

CONTINUED FROM PREVIOUS PAGE:

REASON AMENDED:

CHANGE TO RESIDENCE INFORMATION

RESIDENCE DESCRIPTION

1. 1113 PARKWAY EAST, UTICA NY 13501
2. WHITE LAKE RD, FORESTPORT NY 13338

EFFECTIVE  
DATE

06/07/89  
05/28/89

DESCRIPTION OF  
VEHICLES

VIN/SERIAL NUMBER

DRIVER  
NUMBER

EFFECTIVE  
DATE

3. 88 LINC CONT SIGN
4. 89 JEEP WAGONEER

1LNBM98F8JY786945  
1J4GS5878KP109124

02  
01

04/15/89  
04/28/89

DRIVER(S)

1. CHARLES A GAETANO
2. CORNELIA H GAETANO

CLASS CODES: VEH 3 801120 VEH 4 802120

NAVIGATIONAL WARRANTY--WITHIN 50 MILES OF THE MAINLAND SHORELINE OF THE CONTINENTAL UNITED STATES OF AMERICA, ALASKA OR CANADA, THEIR RESPECTIVE INLAND WATERWAYS OR THE GULF OF CALIFORNIA NORTH 30 DEGREES NORTH LATITUDE, PROVIDED THE BOAT IS NOT MOORED IN MEXICO.

INTERESTED PARTIES

LIENHOLDER VEH 3

CHARLES A GAETANO CONST CORP  
311 TURNER ST  
UTICA, NY 13501

LIENHOLDER VEH 4

CHRYSLER CR CORP  
P O BOX 15014  
ALBANY, NY 12212

SPECIAL INFORMATION

THIS COVERAGE SUMMARY IS PART OF THE POLICY

CHANGE TO ANNUAL PREMIUM (-) \$ 148  
REVISED ANNUAL POLICY PREMIUM \$ 5,095  
RETURN PREMIUM FOR COVERAGES FROM 06/07/89-04/15/90. \$ 127

THE REVISED POLICY PREMIUM SHOWN ABOVE REFLECTS YOUR ANNUALIZED PREMIUM. THIS DOES NOT INCLUDE YOUR CREDIT FOR EXISTING INSURANCE WHICH IS INCLUDED ON YOUR BILL.

G-88205A (Ed. 7/83)

USP DEC

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Corporate Secretary

*E. J. Notha*  
Chairman of the Board

I 0802



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CNA Plaza  
Chicago, Illinois 60685

UNIVERSAL SECURITY ELITE AMENDED COVERAGE SUMMARY  
INSURANCE PROVIDED BY TRANSPORTATION INS. CO.  
(PAGE 3 OF 3)

NAMED INSURED: CHARLES A & CORNELIA GAETANO  
311 TURNER ST  
UTICA, NY 13501

AGENT: ROBERT J HANAFIN INC  
204 WASHINGTON AVE.  
ENDICOTT NY 13760  
PHONE: 607-754-3500

POLICY NUMBER: US 805971419

POLICY PERIOD: 06/07/89 TO 04/15/90  
12:01 AM STANDARD TIME

CONTINUED FROM PREVIOUS PAGE:

SUMMARY OF ALL USP PREMIUMS

RESIDENCE	TERR	FIRE DEPT	MILES	PC	FT/HYD	CONST	YR		PREMIUM
1. PROPERTY	82	UTICA	3	03	500	MASONRY	35	\$	3,417
2. PROPERTY	53	FORESTPORT	5	09	1001	FRAME	67	\$	486
WORKER'S COMPENSATION								\$	3
VEHICLES	TERR	SYM	SEX	M/S					
3. LIABILITY	82	14	F	2				\$	155
OTHER THAN COLLISION								\$	144
COLLISION								\$	274
PERSONAL INJURY PROTECTION								\$	57
4. LIABILITY	82	13	M	2				\$	134
OTHER THAN COLLISION								\$	91
COLLISION								\$	195
PERSONAL INJURY PROTECTION								\$	53
UM/UIM PREMIUM FOR ALL VEHICLES								\$	86
TOTAL FOR ALL EXPOSURES								\$	5,095

CNA'S PERSONAL INSURANCE .... CONTINUING OUR COMMITMENT TO GIVE YOU THE MOST COMPREHENSIVE COVERAGE AT THE BEST POSSIBLE PRICE.

FOR ALL YOUR INSURANCE NEEDS, CONTACT YOUR INDEPENDENT CNA AGENT.

G-88205-A (Ed. 7/83)

USP DEC 018283557

*Thomas R. J. J. J.*  
Corporate Secretary

*E. J. Notha*  
Chairman of the Board

I 0802



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Chicago, Illinois 60685

UNIVERSAL SECURITY ELITE AMENDED COVERAGE SUMMARY  
INSURANCE PROVIDED BY TRANSPORTATION INS. CO.  
(PAGE 1 OF 9)

NAMED INSURED: CHARLES A & CORNELIA GAETANO  
311 TURNER ST  
UTICA, NY 13501

AGENT: ROBERT J HANAFIN INC  
204 WASHINGTON AVE.  
ENDICOTT NY 13760  
PHONE: 607-754-3500

CHARLES A & CORNELIA GAETANO  
311 TURNER ST  
UTICA, NY 13501

*Removed  
82 Lincoln*

POLICY NUMBER: US 805971419

POLICY PERIOD: 05/16/89 TO 04/15/90  
12:01 AM STANDARD TIME

COVERAGE

LIABILITY

LIMIT DEDUCTIBLE

PERSONAL LIABILITY	\$ 500,000	NONE
OPTIONAL EXCESS LIABILITY	\$4,500,000	NONE
MEDICAL EXPENSE	\$ 5,000	NONE
UNINSURED/UNDERINSURED MOTORISTS	\$ 500,000	NONE
PERSONAL INJURY PROTECTION	PER ENDORSEMENT	NONE

PROPERTY

REAL PROPERTY AND TANGIBLE PERSONAL PROPERTY

RESIDENCE 1

RESIDENCE 2

\$1,520,000	\$	250
\$ 154,000	\$	250

THE LIMIT SHOWN REPRESENTS 200% OF THE  
CALCULATED DWELLING REPLACEMENT VALUES  
OF \$ 760,000--RESIDENCE 1  
\$ 77,000--RESIDENCE 2  
EACH LIMIT IS THE TOTAL AMOUNT OF  
INSURANCE FOR YOUR DWELLING, OTHER  
STRUCTURES, AND TANGIBLE PERSONAL  
PROPERTY FOR THE LOCATION.

MOTOR VEHICLES

OTHER THAN COLLISION FOR VEH 3  
& 4

ACTUAL CASH VALUE \$ 50

COLLISION FOR VEH 3 & 4

ACTUAL CASH VALUE \$ 200

ALL COVERAGES ARE SUBJECT TO THE ACTUAL PROVISIONS OF THE POLICY

SUBJECT TO THE FOLLOWING FORMS AND ENDORSEMENTS:

G-42324-A (06-84), G-42326-A (11-84), G-42327-A (01-84),  
G-42328-A (03-86), G-42340-A, G-42346-A (09-85), G-54426-A (02-85),  
G-56447-A (03-86)

\*G-42347-A (03-86), \*G-56043-A (01-86)

THE FORMS WITH AN ASTERISK REFLECT REVISED OR NEW FORMS INCLUDED  
WITH THIS COVERAGE SUMMARY

YOUR UNIVERSAL SECURITY POLICY HAS BEEN GIVEN:

APPLICABLE TO YOUR ENTIRE POLICY:

CREDIT FOR EXISTING INSURANCE

APPLICABLE TO PROPERTY:

PROTECTIVE DEVICE DISCOUNT

G-98205-A (Ed. 7/83)

USP DEC 018283557

*James P. Jolani*  
Corporate Secretary

*E. J. Notha*  
Chairman of the Board



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CNA Plaza  
Chicago, Illinois 60685

UNIVERSAL SECURITY ELITE AMENDED COVERAGE SUMMARY  
INSURANCE PROVIDED BY TRANSPORTATION INS. CO.  
(PAGE 2 OF 9)

NAMED INSURED: CHARLES A & CORNELIA GAETANO  
311 TURNER ST  
UTICA, NY 13501

AGENT: ROBERT J HANAFIN INC  
204 WASHINGTON AVE.  
ENDICOTT NY 13760  
PHONE: 607-754-3500

POLICY NUMBER: US 805971419

POLICY PERIOD: 05/16/89 TO 04/15/90  
12:01 AM STANDARD TIME

CONTINUED FROM PREVIOUS PAGE:

YOUR UNIVERSAL SECURITY POLICY HAS BEEN GIVEN:

APPLICABLE TO MOTOR VEHICLES:

A LOSS FREE DISCOUNT

A MULTIPLE CAR DISCOUNT

REASON AMENDED:

DELETION OF INTERESTED PARTY INFORMATION

DELETION OF VEHICLE

CHANGE TO DRIVER RECORD/CLASS CODE

CHANGE TO PERSONAL INJURY PROTECTION

RESIDENCE DESCRIPTION

1. 1113 PARKWAY EAST, UTICA NY 13501
2. WHITE LAKE RD, FORESTPORT NY 13338

EFFECTIVE  
DATE

06/07/89  
05/28/89

DESCRIPTION OF  
VEHICLES

VIN/SERIAL NUMBER

DRIVER  
NUMBER

EFFECTIVE  
DATE

3. 88 LINC CONT SIGN
4. 89 JEEP WAGONEER

1LNB M98F8JY786945  
1J4G S5878KP109124

02  
01

04/15/89  
04/28/89

DRIVER(S)

1. CHARLES A GAETANO

2. CORNELIA H GAETANO

CLASS CODES: VEH 3 801120 VEH 4 802120

NAVIGATIONAL WARRANTY--WITHIN 50 MILES OF THE MAINLAND SHORELINE OF THE  
CONTINENTAL UNITED STATES OF AMERICA, ALASKA OR CANADA, THEIR RESPECTIVE  
INLAND WATERWAYS OR THE GULF OF CALIFORNIA NORTH 30 DEGREES NORTH  
LATITUDE, PROVIDED THE BOAT IS NOT MOORED IN MEXICO.

INTERESTED PARTIES

LIENHOLDER VEH 3

CHARLES A GAETANO CONST CORP  
311 TURNER ST  
UTICA, NY 13501

LIENHOLDER VEH 4

CHRYSLER CR CORP  
P O BOX 15014  
ALBANY, NY 12212

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Corporate Secretary

Chairman of the Board

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UNIVERSAL SECURITY ELITE AMENDED COVERAGE SUMMARY  
INSURANCE PROVIDED BY TRANSPORTATION INS. CO.

(PAGE 3 OF 9)

NAMED INSURED: CHARLES A & CORNELIA GAETANO  
311 TURNER ST  
UTICA, NY 13501

AGENT: ROBERT J HANAFIN INC  
204 WASHINGTON AVE.  
ENDICOTT NY 13760  
PHONE: 607-754-3500

5243  
423  
5666

POLICY NUMBER: US 805971419

POLICY PERIOD: 05/16/89 TO 04/15/90  
12:01 AM STANDARD TIME

CONTINUED FROM PREVIOUS PAGE:

SPECIAL INFORMATION

THIS COVERAGE SUMMARY IS PART OF THE POLICY

CHANGE TO ANNUAL PREMIUM (-) \$ 423  
REVISED ANNUAL POLICY PREMIUM \$ 5,243  
RETURN PREMIUM FOR COVERAGES FROM 05/16/89-04/15/90 \$

387

THE REVISED POLICY PREMIUM SHOWN ABOVE REFLECTS YOUR ANNUALIZED PREMIUM. THIS DOES NOT INCLUDE YOUR CREDIT FOR EXISTING INSURANCE WHICH IS INCLUDED ON YOUR BILL.

G-88205-A (Ed. 7/83)

SP DEC

018283557

*H. R. Soler*  
Corporate Secretary

*E. J. Notha*  
Chairman of the Board

I 0619



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Chicago, Illinois 60685

UNIVERSAL SECURITY ELITE AMENDED COVERAGE SUMMARY  
INSURANCE PROVIDED BY TRANSPORTATION INS. CO.

NAMED INSURED: CHARLES A & CORNELIA GAETANO  
311 TURNER ST  
UTICA, NY 13501

(PAGE 4 OF 9)

AGENT: ROBERT J HANAFIN INC  
204 WASHINGTON AVE.  
ENDICOTT NY 13760  
PHONE: 607-754-3500

POLICY NUMBER: US 805971419

POLICY PERIOD: 05/16/89 TO 04/15/90  
12:01 AM STANDARD TIME

CONTINUED FROM PREVIOUS PAGE:

SUMMARY OF ALL USP PREMIUMS

RESIDENCE	TERR	FIRE DEPT	MILES	PC	FT/HYD	CONST	YR	PREMIUM
1. PROPERTY	82	UTICA	3	03	500	MASONRY	35	
								\$ 3,565
2. PROPERTY	53	FORESTPORT	5	09	1001	FRAME	67	
								\$ 486
WORKER'S COMPENSATION								\$ 3
VEHICLES	TERR	SYM	SEX	M/S				
3. LIABILITY	82	14	F	2				
OTHER THAN COLLISION								\$ 155
COLLISION								\$ 144
PERSONAL INJURY PROTECTION								\$ 274
								\$ 57
4. LIABILITY	82	13	M	2				
OTHER THAN COLLISION								\$ 134
COLLISION								\$ 91
PERSONAL INJURY PROTECTION								\$ 195
								\$ 53
UM/UIM PREMIUM FOR ALL VEHICLES								\$ 86
TOTAL FOR ALL EXPOSURES								\$ 5,243

CNA'S PERSONAL INSURANCE .... CONTINUING OUR COMMITMENT TO GIVE YOU THE  
MOST COMPREHENSIVE COVERAGE AT THE BEST POSSIBLE PRICE.

FOR ALL YOUR INSURANCE NEEDS, CONTACT YOUR INDEPENDENT CNA AGENT.

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USP DEC 018283557

*John A. John*  
Corporate Secretary

*E. J. Nohr*  
Chairman of the Board

I D619



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Chicago, Illinois 60685

UNIVERSAL SECURITY ELITE AMENDED COVERAGE SUMMARY  
INSURANCE PROVIDED BY TRANSPORTATION INS. CO.

(PAGE 5 OF 9)

NAMED INSURED: CHARLES A & CORNELIA GAETANO  
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204 WASHINGTON AVE.  
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PHONE: 607-754-3500

POLICY NUMBER: US 805971419

POLICY PERIOD: 05/16/89 TO 04/15/90  
12:01 AM STANDARD TIME

CONTINUED FROM PREVIOUS PAGE:

UNIVERSAL SECURITY POLICY  
ADDED PERSONAL INJURY PROTECTION COVERAGE-NEW YORK

THE COMPANY AGREES WITH THE NAMED INSURED, SUBJECT TO ALL OF THE PROVISIONS, EXCLUSIONS AND CONDITIONS OF PERSONAL INJURY PROTECTION COVERAGE-NEW YORK ENDORSEMENT EXCEPT AS MODIFIED HEREIN, AS FOLLOWS:

SCHEDULE

ADDED PERSONAL INJURY PROTECTION (ADDITIONAL LIMITS)

	WITHOUT ADDITIONAL DEATH BENEFIT			ADDITIONAL DEATH BENEFIT
DESCRIPTION OF VEHICLE	COMBINED LIMIT OF BENEFITS	MONTHLY WORK LOSS	OTHER EXPENSES (PER DAY)	LIMIT
VEHICLES AS SHOWN IN COVERAGE SUMMARY	\$100,000	\$ 2,000	\$ 25	\$

ADDED PERSONAL INJURY PROTECTION

THE COMPANY WILL PAY ADDITIONAL FIRST PARTY BENEFITS TO REIMBURSE FOR EXTENDED ECONOMIC LOSS ON ACCOUNT OF PERSONAL INJURIES SUSTAINED BY AN ELIGIBLE INJURED PERSON AND CAUSED BY AN ACCIDENT ARISING OUT OF THE USE OR OPERATION OF A MOTOR VEHICLE OR A MOTORCYCLE DURING THE POLICY PERIOD. THIS COVERAGE APPLIES ONLY TO MOTOR VEHICLE ACCIDENTS WHICH OCCUR ON OR AFTER JANUARY 1, 1982, AND MOTORCYCLE ACCIDENTS WHICH OCCUR ON OR AFTER JULY 22, 1982, AND WITHIN THE UNITED STATES OF AMERICA, ITS TERRITORIES OR POSSESSIONS, OR CANADA.

ELIGIBLE INJURED PERSON

SUBJECT TO THE EXCLUSIONS AND CONDITIONS SET FORTH BELOW, AN ELIGIBLE INJURED PERSON IS:

- (A) THE NAMED INSURED AND ANY RELATIVE WHO SUSTAINS PERSONAL INJURY ARISING OUT OF THE USE OR OPERATION OF ANY MOTOR VEHICLE; OR
- (B) THE NAMED INSURED AND ANY RELATIVE WHO SUSTAINS PERSONAL INJURY ARISING OUT OF THE USE OR OPERATION OF ANY MOTORCYCLE WHILE NOT OCCUPYING A MOTORCYCLE;
- (C) ANY OTHER PERSON WHO SUSTAINS PERSONAL INJURY ARISING OUT OF THE USE OR OPERATION OF THE INSURED MOTOR VEHICLE WHILE OCCUPYING THE INSURED MOTOR VEHICLE; OR
- (D) ANY OTHER PERSON WHO SUSTAINS PERSONAL INJURY ARISING OUT OF THE USE OR OPERATION OF ANY OTHER MOTOR VEHICLE (OTHER THAN A PUBLIC OR LIVERY CONVEYANCE) WHILE OCCUPYING SUCH OTHER MOTOR VEHICLE, IF SUCH OTHER MOTOR VEHICLE, IS BEING OPERATED BY THE NAMED INSURED

G-88205-A (Ed. 7/83)

-42347-A

(ED. 03/86)

Corporate Secretary

*E. J. Notha*  
Chairman of the Board





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Chicago, Illinois 60685

UNIVERSAL SECURITY ELITE AMENDED COVERAGE SUMMARY  
INSURANCE PROVIDED BY TRANSPORTATION INS. CO.

(PAGE 6 OF 9)

NAMED INSURED: CHARLES A & CORNELIA GAETANO  
311 TURNER ST  
UTICA, NY 13501

AGENT: ROBERT J HANAFIN INC  
204 WASHINGTON AVE.  
ENDICOTT NY 13760  
PHONE: 607-754-3500

POLICY NUMBER: US 805971419

POLICY PERIOD: 05/16/89 TO 04/15/90  
12:01 AM STANDARD TIME

CONTINUED FROM PREVIOUS PAGE:

OR ANY RELATIVE.

EXCLUSIONS

THIS COVERAGE DOES NOT APPLY TO PERSONAL INJURY SUSTAINED BY:

- (A) ANY PERSON WHILE OCCUPYING A MOTOR VEHICLE OWNED BY SUCH PERSON WITH RESPECT TO WHICH THE COVERAGE REQUIRED BY THE NEW YORK COMPREHENSIVE MOTOR VEHICLE INSURANCE REPARATIONS ACT IS NOT IN EFFECT;
- (B) ANY PERSON WHILE OCCUPYING, OR WHILE A PEDESTRIAN THROUGH BEING STRUCK BY, A MOTOR VEHICLE OWNED BY THE NAMED INSURED WITH RESPECT TO WHICH ADDITIONAL PERSONAL INJURY PROTECTION COVERAGE IS NOT PROVIDED UNDER THIS POLICY;
- (C) ANY RELATIVE WHILE OCCUPYING, OR WHILE A PEDESTRIAN THROUGH BEING STRUCK BY, A MOTOR VEHICLE OWNED BY SUCH RELATIVE WITH RESPECT TO WHICH ADDITIONAL PERSONAL INJURY PROTECTION COVERAGE IS NOT PROVIDED UNDER THIS POLICY;
- (D) ANY NEW YORK STATE RESIDENT OTHER THAN THE NAMED INSURED OR RELATIVE INJURED THROUGH THE USE OR OPERATION OF A MOTOR VEHICLE OUTSIDE OF NEW YORK STATE IF SUCH RESIDENT IS THE OWNER OF A MOTOR VEHICLE FOR WHICH THE COVERAGE REQUIRED BY THE NEW YORK COMPREHENSIVE MOTOR VEHICLE INSURANCE REPARATIONS ACT IS NOT IN EFFECT;
- (E) ANY PERSON WHILE OCCUPYING A MOTORCYCLE;
- (F) ANY PERSON WHO INTENTIONALLY CAUSED HIS OWN PERSONAL INJURY;
- (G) ANY PERSON AS A RESULT OF OPERATING A MOTOR VEHICLE WHILE IN AN INTOXICATED CONDITION OR WHILE HIS ABILITY TO OPERATE SUCH VEHICLE IS IMPAIRED BY THE USE OF A DRUG (WITHIN THE MEANING OF SECTION 1192 OF THE NEW YORK VEHICLE AND TRAFFIC LAW); OR
- (H) ANY PERSON WHILE
  - (I) COMMITTING AN ACT WHICH WOULD CONSTITUTE A FELONY, OR SEEKING TO AVOID LAWFUL APPREHENSION OR ARREST BY A LAW ENFORCEMENT OFFICER;
  - (II) OPERATING A MOTOR VEHICLE IN A RACE OR SPEED TEST;
  - (III) OPERATING OR OCCUPYING A MOTOR VEHICLE KNOWN TO HIM TO BE STOLEN; OR
  - (IV) REPAIRING, SERVICING OR OTHERWISE MAINTAINING A MOTOR VEHICLE IF SUCH CONDUCT IS WITHIN THE COURSE OF A BUSINESS OF REPAIRING, SERVICING OR OTHERWISE MAINTAINING A MOTOR VEHICLE AND THE INJURY OCCURS ON THE BUSINESS PREMISES.

ADDITIONAL FIRST PARTY BENEFITS

ADDITIONAL FIRST PARTY BENEFITS ARE PAYMENTS EQUAL TO EXTENDED ECONOMIC LOSS REDUCED BY:

- (A) 20 PERCENT OF THE ELIGIBLE INJURED PERSON'S LOSS OF EARNINGS FROM WORK, TO THE EXTENT THAT THE EXTENDED ECONOMIC LOSS COVERED BY THIS ENDORSEMENT INCLUDES SUCH LOSS OF EARNINGS;
- (B) AMOUNTS RECOVERED OR RECOVERABLE ON ACCOUNT OF PERSONAL INJURY TO AN ELIGIBLE INJURED PERSON UNDER STATE OR FEDERAL LAWS PROVIDING SOCIAL

G-88205-A (Ed. 7/83)

-42347-A

(ED. 03/86)

Corporate Secretary

*E. J. Notha*  
Chairman of the Board



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UNIVERSAL SECURITY ELITE AMENDED COVERAGE SUMMARY  
INSURANCE PROVIDED BY TRANSPORTATION INS. CO.

(PAGE 7 OF 9)

NAMED INSURED: CHARLES A & CORNELIA GAETANO  
311 TURNER ST  
UTICA, NY 13501

AGENT: ROBERT J HANAFIN INC  
204 WASHINGTON AVE.  
ENDICOTT NY 13760  
PHONE: 607-754-3500

POLICY NUMBER: US 805971419

POLICY PERIOD: 05/16/89 TO 04/15/90  
12:01 AM STANDARD TIME

CONTINUED FROM PREVIOUS PAGE:

- SECURITY DISABILITY OR WORKERS COMPENSATION BENEFITS OR DISABILITY BENEFITS UNDER ARTICLE NINE OF THE NEW YORK WORKERS' COMPENSATION LAW, WHICH AMOUNTS HAVE NOT BEEN APPLIED TO REDUCE FIRST PARTY BENEFITS RECOVERED OR RECOVERABLE UNDER BASIC ECONOMIC LOSS;
- (C) AMOUNTS RECOVERED OR RECOVERABLE BY THE ELIGIBLE INJURED PERSON FOR ANY ELEMENT OF EXTENDED ECONOMIC LOSS COVERED BY THIS ENDORSEMENT UNDER ANY MANDATORY SOURCE OF FIRST PARTY AUTOMOBILE NO-FAULT BENEFITS REQUIRED BY THE LAWS OF ANY STATE (OTHER THAN THE STATE OF NEW YORK) OR OF THE UNITED STATES OF AMERICA, ITS POSSESSIONS OR TERRITORIES, OR BY THE LAWS OF ANY PROVINCE OF CANADA.

EXTENDED ECONOMIC LOSS

EXTENDED ECONOMIC LOSS SHALL CONSIST OF THE FOLLOWING:

- (A) BASIC ECONOMIC LOSS SUSTAINED ON ACCOUNT OF AN ACCIDENT OCCURRING WITHIN THE UNITED STATES OF AMERICA, ITS POSSESSIONS OR TERRITORIES OR CANADA, WHICH IS NOT RECOVERED OR RECOVERABLE UNDER A POLICY ISSUED IN SATISFACTION OF THE REQUIREMENTS OF ARTICLE VI OR VIII OF THE NEW YORK VEHICLE AND TRAFFIC LAW AND ARTICLE 51 OF THE NEW YORK INSURANCE LAW;
- (B) THE DIFFERENCE BETWEEN:
- (I) BASIC ECONOMIC LOSS; AND
- (II) BASIC ECONOMIC LOSS RECOMPUTED IN ACCORDANCE WITH THE TIME AND DOLLAR LIMITS SET OUT IN THE COVERAGE SUMMARY OR IN THE SCHEDULE;
- (C) AN ADDITIONAL DEATH BENEFIT IN THE AMOUNT SET OUT IN THE COVERAGE SUMMARY OR IN THE SCHEDULE.

TWO OR MORE MOTOR VEHICLES INSURED UNDER THIS POLICY

THE LIMIT OF LIABILITY UNDER THIS COVERAGE APPLICABLE TO INJURIES SUSTAINED BY AN ELIGIBLE INJURED PERSON WHILE OCCUPYING OR WHILE A PEDESTRIAN THROUGH BEING STRUCK BY THE INSURED MOTOR VEHICLE SHALL BE AS STATED IN THE COVERAGE SUMMARY OR IN THE SCHEDULE FOR THAT INSURED MOTOR VEHICLE. THE LIMIT OF LIABILITY FOR INJURIES COVERED BY THIS ENDORSEMENT AND SUSTAINED BY AN ELIGIBLE INJURED PERSON WHILE OCCUPYING, OR WHILE A PEDESTRIAN THROUGH BEING STRUCK BY, A MOTOR VEHICLE, OTHER THAN THE INSURED MOTOR VEHICLE, SHALL BE THE HIGHEST LIMIT STATED FOR THIS COVERAGE IN THE COVERAGE SUMMARY OR IN THE SCHEDULE FOR ANY INSURED MOTOR VEHICLE UNDER THIS POLICY.

ARBITRATION

IN THE EVENT ANY PERSON MAKING A CLAIM FOR ADDITIONAL FIRST PARTY BENEFITS AND THE COMPANY DO NOT AGREE REGARDING ANY MATTER RELATING TO THE CLAIM, SUCH PERSON SHALL HAVE THE OPTION OF SUBMITTING SUCH DISAGREEMENT TO ARBITRATION PURSUANT PROCEDURE PROMULGATED OR APPROVED BY THE SUPERINTENDENT OF INSURANCE.

G-98205-A (Ed. 7/83)

-42347-A

(ED. 03/86)

Corporate Secretary

*E. J. Nohr*  
Chairman of the Board



For All the Commitments You Make®

CNA Plaza

Chicago, Illinois 60685

UNIVERSAL SECURITY ELITE AMENDED COVERAGE SUMMARY  
INSURANCE PROVIDED BY TRANSPORTATION INS. CO.

(PAGE 8 OF 9)

NAMED INSURED: CHARLES A & CORNELIA GAETANO  
311 TURNER ST  
UTICA, NY 13501

AGENT: ROBERT J HANAFIN INC  
204 WASHINGTON AVE.  
ENDICOTT NY 13760  
PHONE: 607-754-3500

POLICY NUMBER: US 805971419

POLICY PERIOD: 05/16/89 TO 04/15/90  
12:01 AM STANDARD TIME

CONTINUED FROM PREVIOUS PAGE:

**SUBROGATION**

IN THE EVENT OF ANY PAYMENT FOR EXTENDED ECONOMIC LOSS, THE COMPANY IS SUBROGATED TO THE EXTENT OF SUCH PAYMENTS TO THE RIGHTS OF THE PERSON TO WHOM, OR FOR WHOSE BENEFIT, SUCH PAYMENTS ARE MADE. SUCH PERSON MUST EXECUTE AND DELIVER INSTRUMENTS AND PAPER AND DO WHATEVER ELSE IS NECESSARY TO SECURE SUCH RIGHTS. SUCH PERSON SHALL DO NOTHING TO PREJUDICE SUCH RIGHTS.

**OTHER COVERAGE, NON-DUPLICATION**

THE ELIGIBLE INJURED PERSON SHALL NOT RECOVER DUPLICATE BENEFITS FOR THE SAME ELEMENTS OF LOSS COVERED BY THIS ENDORSEMENT OR ANY OTHER OPTIONAL FIRST PARTY AUTOMOBILE OR NO-FAULT AUTOMOBILE INSURANCE COVERAGE.

IF AN ELIGIBLE INJURED PERSON IS ENTITLED TO NEW YORK MANDATORY AND ADDED PERSONAL INJURY PROTECTION BENEFITS UNDER ANY OTHER POLICY, AND IF SUCH ELIGIBLE INJURED PERSON IS NOT ENTITLED TO NEW YORK MANDATORY PERSONAL INJURY PROTECTION BENEFITS UNDER THIS POLICY, THEN THE COVERAGE PROVIDED UNDER THIS ADDED PERSONAL INJURY PROTECTION COVERAGE-NEW YORK ENDORSEMENT SHALL BE EXCESS OVER SUCH OTHER NEW YORK MANDATORY AND ADDED PERSONAL INJURY PROTECTION BENEFITS.

WHEN COVERAGE PROVIDED UNDER THIS ENDORSEMENT APPLIES ON AN EXCESS BASIS, IT SHALL APPLY ONLY IN THE AMOUNT BY WHICH THE TOTAL LIMIT OF LIABILITY OF NEW YORK MANDATORY AND ADDED PERSONAL INJURY PROTECTION COVERAGE AVAILABLE UNDER THIS POLICY EXCEEDS THE TOTAL LIMIT OF LIABILITY FOR ANY OTHER APPLICABLE NEW YORK MANDATORY AND ADDED PERSONAL INJURY PROTECTION COVERAGE.

SUBJECT TO THE PROVISIONS OF THE PRECEDING THREE PARAGRAPHS, IF THE ELIGIBLE INJURED PERSON IS ENTITLED TO BENEFITS UNDER ANY OTHER OPTIONAL FIRST PARTY AUTOMOBILE OR NO-FAULT AUTOMOBILE INSURANCE FOR THE SAME ELEMENTS OF LOSS COVERED BY THIS ENDORSEMENT, THE COMPANY SHALL BE LIABLE ONLY FOR AN AMOUNT EQUAL TO THE PROPORTION THAT THE TOTAL AMOUNT AVAILABLE UNDER THIS ENDORSEMENT BEARS TO THE SUM OF THE AMOUNTS AVAILABLE UNDER THIS ENDORSEMENT AND SUCH OTHER OPTIONAL INSURANCE, FOR THE SAME ELEMENTS OF LOSS.

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G-88205-A (Ed. 7/83)  
-42347-A

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*H. R. John*  
Corporate Secretary

*E. J. Notha*  
Chairman of the Board



For All the Commitments You Make®

CNA Plaza

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UNIVERSAL SECURITY ELITE AMENDED COVERAGE SUMMARY  
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(PAGE 9 OF 9)

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POLICY NUMBER: US 805971419

POLICY PERIOD: 05/16/89 TO 04/15/90  
12:01 AM STANDARD TIME

CONTINUED FROM PREVIOUS PAGE:

UNIVERSAL SECURITY POLICY  
FULL COVERAGE WINDOW GLASS  
NEW YORK

SCHEDULE

YEAR/MAKE/MODEL	VEHICLE IDENTIFICATION #	FULL COVERAGE WINDOW GLASS	
		COLLISION	OTHER THAN COLLISION
1988 LINC CONT SIGN	1LNB098F8JY786945		X
1989 JEEP WAGONEER	1J4GS5878KP109124		X

FOR AN ADDITIONAL PREMIUM, THE FIRST PARAGRAPH UNDER "DAMAGE TO MOTOR VEHICLES" IN THE UNIVERSAL SECURITY DELUXE MOTOR VEHICLE POLICY: OR, UNDER "PROPERTY COVERAGE-MOTOR VEHICLE" IN ALL OTHER UNIVERSAL SECURITY POLICIES, IS AMENDED BY THE ADDITION OF THE FOLLOWING:

WE WILL PAY UNDER COLLISION OR OTHER THAN COLLISION FOR WINDOW GLASS BREAKAGE ON YOUR COVERED AUTOMOBILE WITHOUT A DEDUCTIBLE. WE WILL PAY ONLY IF THE SCHEDULE OR COVERAGE SUMMARY INDICATES THAT FULL COVERAGE WINDOW GLASS APPLIES TO THAT AUTO AND COVERAGE. IF ONLY COLLISION COVERAGE IS AFFORDED WITH FULL COVERAGE WINDOW GLASS, ANY COVERED WINDOW GLASS BREAKAGE CAUSED BY COLLISION WILL BE CONSIDERED A COLLISION LOSS.

ALL OTHER PROVISIONS APPLY.

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G-88205-A (Ed. 7/83)

-56043-A (ED. 01/86)

*Thomas R. Salas*  
Corporate Secretary

*Robert J. Hanafin*  
Chairman of the Board

I 0619



For All the Commitments You Make

## UNIVERSAL SECURITY POLICY AMENDMENT OF POLICY PROVISIONS—NEW YORK

### YOUR GUARANTEE TO US

The fourth sentence of this provision is replaced by the following:

The coverage summary forms a part of this contract between you and us.

For **motor vehicles** only, the second and third sentences of this provision are deleted.

### PROPERTY COVERAGE—MOTOR VEHICLES

The following provisions are added and apply in place of any conflicting policy provision:

#### A. MANDATORY INSPECTION

1. We have the right to inspect any:
  - a. private passenger auto; or
  - b. pickup, panel truck or van;
 which you insure or intend for **MOTOR VEHICLES' COVERAGE** under this policy. This right applies only to the extent authorized by Regulation 79, as amended.
2. We do not provide **MOTOR VEHICLES' COVERAGE** for any additional or replacement vehicle you acquire until after you:
  - a. notify us; and
  - b. request coverage for that vehicle.

However, this provision does not apply to a replacement vehicle for the three day period beginning on the date you become the owner if:

- a. you acquire the vehicle during the policy period; and
- b. we provide **MOTOR VEHICLES' COVERAGE** on the vehicle you replaced for at least 12 months prior to the date of replacement.

For each of the following which falls within the three day period, we will extend the period one day:

- a. Saturday;
  - b. Sunday; or
  - c. legal holiday.
3. When we require an inspection you must:
    - a. cooperate; and
    - b. make the vehicle available for the inspection.

#### B. AUTO REPAIRS

When there is a loss to your **motor vehicle** covered under **PROPERTY COVERAGE—MOTOR VEHICLES**, we:

1. May not:
  - a. condition payment on repair;
  - b. recommend, unless you request us to, nor require that repairs be made by a particular repair shop or concern; and
2. Are entitled to the following:
  - a. a completed "Certification of Auto Repairs,"
  - b. an itemized repair bill prepared by the repairer, if your **motor vehicle** is repaired; and
  - c. an inspection of your **motor vehicle** whether or not you have it repaired.

#### C. RECOVERY OF STOLEN OR ABANDONED AUTOS

We have the right to take custody of your **motor vehicle** for safekeeping when:

1. it is stolen or abandoned; and
2. we find out where it is.

#### D. WAIVER OF COLLISION DEDUCTIBLE

When there is a loss to your **motor vehicle** insured for Collision coverage, no deductible will apply if the loss was caused by a collision with another auto insured by us.

## E. PAYMENT OF LOSS

We may pay for loss or the cost to repair, or replace the damaged or stolen property. We may, at our expense, return any stolen or damaged property to:

1. you; or
2. the address shown in this policy.

If we return stolen property, we will pay for any damage resulting from the loss. We may keep at an agreed or appraised value all or part of:

1. the stolen property; or
2. property we determine to be a total loss or a constructive total loss.

When there is a loss to your **motor vehicle** under this Part, we may not recommend, unless you request us to, nor require that repairs be made by, a particular repair shop or concern.

## ADDITIONAL PROPERTY COVERAGES

Item 13. **Towing** is deleted and the following substituted:

13. **Towing.** If the coverage summary indicates that collision and other than collision coverage is provided we will pay up to \$35 for towing and labor cost incurred each time your automobile is disabled. The labor must be performed at the place of disablement. The deductible does not apply.

## PROPERTY LOSSES WE DO NOT COVER

Exclusions 1-4, 5.e & f, 9, 10 and 12 apply to **real property, tangible personal property and boats.**

Exclusions 5.a-d & g, 8 and 11 apply to **real property, tangible personal property, motor vehicles and boats.**

Exclusions 6 and 7 apply to **real property and tangible personal property only.**

Item 7. **Earth Movement** is deleted and the following substituted:

7. **Earth Movement.** Meaning any loss caused by, resulting from, contributed to or aggravated by earthquake; landslide; mudflow; earth sinking, rising or shifting; volcanic eruption meaning the eruption, explosion or effusion of a volcano; unless direct loss by:

1. fire;
2. explosion other than the explosion of a volcano; or
3. breakage of glass or safety glazing material;

ensues and then we will pay only for the ensuing loss.

This exclusion does not apply to loss by theft.

Item 11. **Intentional Loss** is deleted and the following substituted:

11. **Intentional Loss.** We do not provide coverage for a **covered person** who commits or directs an act with the intent to cause a loss.

## LIABILITY COVERAGE

The following amendment is added to the second paragraph:

In addition to our limit of liability, we will pay all defense costs we incur.

The following amendment applies to **motor vehicles** only. The third paragraph is replaced by the following:

The Personal Liability limit shown in the coverage summary is our maximum limit of liability for all damages, resulting from any one **accident**. We will apply the limit of liability to first provide the separate limits required by the laws of New York for:

1. **bodily injury** or death of any one person in any one auto **accident**;
2. **bodily injury** or death of two or more people in any one auto **accident**; and
3. injury to or destruction of property in any one auto **accident**.

This provision will not change our total limit or liability. This is the most we will pay regardless of the number of:

1. **covered persons**;
2. claims made;
3. **motor vehicles** or premiums shown in the coverage summary; or
4. **motor vehicles** involved in the auto **accident**.

## ADDITIONAL LIABILITY COVERAGES

### 3. Goodwill Payments.

The last sentence of this provision is revised to read:

This coverage does not apply to **property damage** caused by **motor vehicles** or **boats**.

### 7. Other Payments We Make

Paragraphs a. and e. are replaced by the following:

- a. Provide a defense at our expense by counsel of our choice. We may make any investigation and settle any claim or suit that we decide is appropriate. This applies even if the claim or suit is groundless.
- e. Expenses incurred by us and all costs taxed against a **covered person** in any suit we defend.

The last paragraph of this provision is deleted.

## MEDICAL EXPENSE COVERAGE

**Medical Expense** coverage does not apply:

1. to any **accident** caused by a **motor vehicle**; and
2. if sustained by you or any **covered person** or a person **occupying** your **motor vehicle** to which Personal Injury Protection applies; or
3. unless the applicable Personal Injury Protection limit has been exhausted.

## UNINSURED/UNDERINSURED MOTORIST COVERAGE

The second through fifth sentences of item 2., in the last paragraph of this provision, are deleted.

The following provision is added:

We do not provide Uninsured Motorist coverage for **bodily injury** from **motor vehicle accidents** sustained by any person to the extent that coverage is provided by Automobile Indemnification Coverage—New York.

## LIABILITY, UNINSURED/UNDERINSURED MOTORISTS, AND MEDICAL EXPENSE LOSSES WE DO NOT COVER

Exclusion 1 applies only to Optional Excess Liability Coverage.

Exclusions 4 and 7 apply only to **motor vehicles**.

Exclusions 3 and 6 apply only to other than **motor vehicles**.

Exclusion 5. is deleted and replaced by the following:

For any person for **bodily injury** to the spouse of that person. However, we will provide coverage for a spouse if named as a third party defendant in a legal action commenced by his or her spouse against another party.

Exclusion 7.d. is deleted and replaced by the following:

- d. Non-owned substitutes for **motor vehicles** shown in the coverage summary when they are withdrawn from use for service or repair; loss or destruction; and

## THINGS WE DO NOT COVER

For **motor vehicles** only, exclusions 1 and 6 are deleted and replaced by the following:

1. **EXPECTED INJURY OR DAMAGES.** Liability for any person who intentionally causes **bodily injury** or **property damage**.
6. **RACING.** Loss, excluding liability, from **accidents** occurring while you or any **covered person** is participating in an organized or pre-arranged speed contest or race as an operator or occupant of a **motor vehicle**.

Exclusion 2 is not applicable to **motor vehicles**.

For **motor vehicles** only, the following provision is added:

11. **Federal Employees Using Autos in Government Business.** If this policy issued to a federal employee using an auto in government business, the following are not covered persons under "Liability Coverage":
  1. The United States of America or any of its agencies.
  2. Any person with respect to **bodily injury** or **property damage** resulting from the operation of an auto by that person as an employee of the United States Government. This applies only to the extent that coverage and protection are provided pursuant to Section 2679 of Title 28 of the United States Code.

## HOW WE SETTLE PROPERTY CLAIMS AND WHAT YOU MUST DO

Item 4. **Your Duties After Loss.** This provision is deleted.

Item 5. **Who We Pay.** This provision is deleted and the following substituted:

5. **Who We Pay.** We will adjust all losses with you. We will pay you unless some other person is named in the policy or is legally entitled to receive payment. Losses will be payable 60 days after we receive your proof of loss and:

- a. reach an agreement with you;
- b. there is an entry of a final judgement; or
- c. there is a filing of an appraisal award with us.

Item 5. **Who We Pay** does not apply to **motor vehicles**.

Item 6. **Mortgage Clause** does not apply to **motor vehicles**.

The following provision is added for **real property and tangible personal property**:

9. **Suit Against Us.** No action shall be brought unless there has been compliance with the policy provisions and the action is started within two years after the **accident** causing loss or damage.

## HOW WE SETTLE LIABILITY CLAIMS AND WHAT YOU MUST DO

Item 1. **Limit of Liability.** This provision is deleted.

Item 3. **Your Duties After Loss.** This provision is deleted for **motor vehicles**.

Item 4. **Duties of an Injured Person.** Paragraph a. is deleted and replaced by the following:

- a. Give us or our agent written proof of claim, under oath if we request;

Item 5. **Suit Against Us.** This provision is deleted and replaced by the following:

5. **Suit Against Us.** No action shall be brought against us unless there has been compliance with the policy provisions.

No one shall have any right to join us as a party to any action against any **covered person**. Further, no action with respect to "Liability Coverage" shall be brought against us until the obligation of the **covered person** has been determined by final judgement or agreement signed by us.

## OTHER PROVISIONS YOU AND WE AGREE TO

Item 3. **Cancellation and Non-Renewal** is deleted and the following substituted:

**Cancellation.** This policy may be cancelled during the policy period as follows:

1. You may cancel by:
  - a. returning this policy to us; or
  - b. giving us advance written notice of the date cancellation is to take effect.
2. We may cancel by mailing to you at the address shown on the coverage summary:
  - a. at least 15 days notice of cancellation is for non-payment of premium; or
  - b. at least 30 days notice in all other cases.

If we cancel during the first 60 days this policy is in effect, our notice of cancellation will state or include the reason for cancellation.

3. After this policy is in effect for 60 days, or if this is a renewal or continuation policy, we will (subject to the laws of New York) cancel only:

- a. For nonpayment of premium;
- b. If your driver's license or that of any driver who customarily uses your covered **motor vehicle** has been suspended or revoked. This provision:

(1) does not apply to:

- (a) a suspension issued under Section 510 (b)(1) of the Vehicle and Traffic Law; or
- (b) one or more administrative suspensions from the same incident which terminate prior to the effective date of cancellation.

(2) Applies only to a suspension or revocation that occurred:



- (a) during the policy period; or
- (b) since the last anniversary of the original effective date if the policy period is other than one year.
- c. For discovery of fraud or material misrepresentation in:
  - (1) obtaining the policy; or
  - (2) presenting a claim.

But if we cancel for the above **motor vehicle** reason we will offer continued property coverage if none of the following exist:

- (a) You or any **covered person** have not been:
  - 1. Convicted of a crime arising out of acts increasing the hazard insured against;
  - 2. Discovered committing willful or reckless acts or omissions increasing the hazard insured against.
- (b) Physical changes in the property insured occurring after issuance or last annual anniversary date of the policy which result in the property becoming uninsurable in accordance with our objective, uniformly applied underwriting standards in effect at the time the policy was issued or last voluntarily renewed; or
- (c) A determination by the Superintendent of Insurance that the continuation of the policy would violate or would place us in violation of Chapter 28 of the New York Insurance Law.

If we cancel for any of the above **property** reasons we will offer continued **motor vehicle** coverage if no **motor vehicle** cancellation reason as outlined in this provision exists.

- 4. Our right to cancel applies to each and every coverage or limit afforded under this policy.
- 5. If we have the right to cancel, we may, instead of cancelling this policy, amend the limits of liability or reduce coverage not required by law. If we take this action, we will notify you by mail at least 30 days prior to the date of such change.

#### **Non-Renewal**

- 1. If we decide not to renew or continue this policy, we will (subject to the laws of New York) mail notice to the named insured shown in the coverage summary.
- 2. If we have the right not to renew or continue this policy, we may instead amend the limits of liability or reduce coverage not required by law. This applies only if we mail notice to the named insured shown in the coverage summary.
- 3. The notice required by the first two paragraphs of this section must be mailed to the address shown in this policy at least 45 but not more than 60 days before the end of the policy period and state or include the reason for our action.
- 4. We are not required to mail notice of non-renewal to the named insured shown in the coverage summary if we are given written notice that this policy has been replaced or is no longer wanted.  
This written notice may be given to us by you, another insurer or your representative.

#### **Other Termination Provisions**

- 1. We may deliver any notice instead of mailing it. Proof of mailing of any notice shall be sufficient proof of notice. **Delivery of such written notice by us to you at the mailing address shown in the coverage summary or at a forwarding address shall be equivalent to mailing.**
- 2. If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. The premium refund, if any, will be pro rata. However, making or offering to make the refund is not a condition of cancellation.
- 3. The effective date of cancellation stated in the notice shall become the end of the policy period.
- 4. Any notice of termination will include the reason(s) for our action.

Item 8. **Other Insurance** is deleted and replaced by the following:

#### **8. Other Insurance**

When there is other applicable insurance, we will provide coverage as follows:

- a. In the first year of this policy, prior to the effective date of coverage, as shown on the coverage summary for what will be a covered exposure, we will pay all covered claims up to the limits you have chosen in excess of the total limits of all other policies.
- b. After the first year of this policy for those exposures shown on the coverage summary, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits.

The following provision is added:

**11. Duties After An Accident Or Loss.**

**FOR MOTOR VEHICLES ONLY:**

**GENERAL DUTIES**

We must be notified promptly of how, when and where the **accident** or loss happened. Notice should also include the names and addresses of any injured persons and of any witnesses.

A person seeking any coverage must:

1. Cooperate with us in the investigation, settlement or defense of any claim or suit.
2. Promptly send us copies of any notices or legal papers received in connection with the **accident** or loss.
3. Submit, as often as we reasonably require, to physical exams by physicians we select. We will pay for these exams.
4. Authorize us to obtain:
  - a. medical reports; and
  - b. other pertinent records.
5. Submit a proof of loss when required by us.
6. With the exception of first aid to others, not voluntarily make any payment, assume any obligation or incur any expense.

**ADDITIONAL DUTIES FOR UNINSURED MOTORISTS COVERAGE**

A person seeking Uninsured Motorists Coverage must also:

1. Promptly notify the police if a hit and run driver is involved.
2. Promptly send us copies of the legal papers if a suit is brought.

**ADDITIONAL DUTIES FOR COVERAGE FOR DAMAGE TO YOUR MOTOR VEHICLE**

A person seeking Coverage for Damage to Your Auto must also:

1. Take reasonable steps after loss to protect your covered **motor vehicle** and its equipment from further loss. We will pay reasonable expenses incurred to do this.
2. Promptly notify the police if your covered **motor vehicle** is stolen.
3. Permit us to inspect and appraise the damaged property before its repair or disposal.

**FOR OTHER THAN MOTOR VEHICLES:**

**GENERAL DUTIES FOR PROPERTY LOSSES**

In case of a loss you agree to see that the following are done:

1. Tell us or our agent as soon as possible, and in the case of crime also tell the police. In case of loss under Credit Card or Fund Transfer Coverage, also tell the issuing company.
2. Protect the property from further damage, and keep a record of the expenses.
3. Show us or our representatives the damaged property as often as necessary.
4. As often as we reasonably require:
  - (1) provide us with records and documents we request and permit us to make copies; and
  - (2) submit to examination under oath and subscribe the same.

5. Submit to us, within 60 days after we request, your signed, sworn proof of loss which sets forth, to the best of your knowledge and belief:
- (1) the time and cause of loss;
  - (2) your interest and the interest of all others in the property involved and all encumbrances on the property;
  - (3) other insurance which may cover the loss;
  - (4) changes in title or occupancy of the property during the term of the policy;
  - (5) specifications of any damaged building and detailed estimates for repair of the damage;
  - (6) an inventory of damaged personal property described in item 3;
  - (7) receipts for additional living expenses incurred and records supporting the fair rental value loss;
  - (8) evidence or affidavit supporting a claim under the Credit Card, Fund Transfer Cards, Forgery and Counterfeit Money coverage, stating the amount and cause of loss.

#### **DEFINITIONS**

Item 14. **Occupying** is deleted and replaced by the following:

14. **Occupying** means: in; upon; getting in, on, out or off; and, loading or unloading.

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**UNIVERSAL SECURITY POLICY**  
**AUTOMOBILE ACCIDENT INDEMNIFICATION COVERAGE—NEW YORK**

We agree with you, in consideration of the payment of the premium for this coverage and subject to all terms of this coverage:

**INSURING AGREEMENTS**

I. **Damages for Bodily Injury Caused by Uninsured Automobiles:** We will pay all sums which you or your legal representative shall be legally entitled to recover as damages from the owner or operator of an uninsured automobile because of bodily injury, sickness or disease, including death resulting therefrom, hereinafter called "bodily injury," sustained by you, caused by accident arising out of the ownership, maintenance or use of such uninsured automobile; provided, for the purposes of this coverage, determination as to whether the insured or such representative is legally entitled to recover such damages, and if so the amount thereof, shall be made by agreement between you or such representative and we or, if they fail to agree, by arbitration.

II. **Definitions:**

(a) **You.** The unqualified word "you" means:

- (1) You and, while residents of the same household, your spouse and the relatives of either;
- (2) Any other person while occupying;
  - (i) An automobile owned by you or, if you as an individual, such spouse and used by or with the permission of either, or
  - (ii) Any other automobile while being operated by you or your spouse, except a person occupying an automobile not registered in the State of New York, while used as a public or livery conveyance; and
- (3) Any person, with respect to damages he is entitled to recover because of bodily injury to which this coverage applies sustained by you under (1) or (2) above.

(b) **Uninsured Automobile.** The term "uninsured automobile" means:

- (1) An automobile with respect to the ownership, maintenance or use of which there is, in the amounts specified in the New York Motor Vehicle Financial Security Act, neither (i) cash or securities on deposit with the New York Commissioner of Motor Vehicles nor (ii) a bodily injury liability bond or insurance policy applicable at the time of the accident with respect to any person or organization legally responsible for the use of such automobile, or with respect to which there is a bodily injury liability bond or insurance policy applicable at the time of the accident but the company writing the same disclaims liability or denies coverage thereunder, or
- (2) A hit-and-run automobile as defined;

but the term "uninsured automobile" shall not include:

- (i) An automobile owned by you or your spouse;
- (ii) An automobile which is owned or operated by a self-insurer within the meaning of any motor vehicle financial responsibility law, motor carrier law, or any similar law;
- (iii) An automobile which is owned by the United States of America, Canada, a state, a political subdivision or any such government or an agency of any of the foregoing;
- (iv) A land motor vehicle or trailer, if operated on rails or crawler-treads or while located for use as a residence or premises and not as a vehicle; or
- (v) A farm type tractor or equipment designed for use principally off public roads, except while actually upon public roads.

(c) **Hit-and-Run Automobile.** The term "hit-and-run automobile" means an automobile which causes bodily injury to you arising out of physical contact of such automobile with you or with an automobile which you are occupying at the time of the accident, provided: (1) there cannot be ascertained the identity of either the operator or the owner of such "hit-and-run automobile"; (2) you or someone on your behalf shall have reported the accident within 24 hours or as soon as reasonably possible to a police, peace or judicial officer or to the Commissioner of Motor Vehicles, and shall have filed with us within 90 days thereafter a statement under oath that you or your legal representative has a cause or causes of action arising out of such accident for damages against a person or persons whose identity is unascertainable, and setting forth the facts in support thereof; and (3) at our request, you or your legal representative makes available for inspection the automobile which you were occupying at the time of the accident.

(d) Occupying. The word "occupying" means in or upon or entering into or alighting from.

(e) State. The word "state" includes the District of Columbia, a territory or possession of the United States, and a providence of Canada.

## EXCLUSIONS

This coverage does not apply:

- (a) To bodily injury to you while operating an automobile in violation of an order of suspension or revocation; or to care or loss of services recoverable by you because of such bodily injury so sustained;
- (b) To bodily injury to you, or care or loss of services recoverable by you with respect to you, your legal representatives or any person entitled to payment under this coverage shall, without our written consent, make any settlement with or prosecute to judgment any action against any person or organization who may be legally liable therefore;
- (c) So as to insure directly or indirectly to the benefit of any workmen's compensation or disability benefits carrier or any person or organization qualifying as a self-insurer under any workmen's compensation or disability benefits law or any similar law.

## CONDITIONS

- 1. **Policy Provisions:** None of the policy provisions shall apply to the insurance afforded by this coverage except "Duties After an Accident or Loss" as listed in **OTHER PROVISIONS YOU AND WE AGREE TO.**
- 2. **Premium:** If during the policy period the number of automobiles owned by you or your spouse and registered in New York or the number of New York dealer's license plates or transporter plates issued to you changes, you shall notify us during the policy period of any change and the premium shall be adjusted as of the date of such change in accordance with the manuals in use by us. If the earned premium thus computed exceeds the advance premium paid, you shall pay the excess to us, if less, we shall return to you the unearned portion paid.
- 3. **Notice and Proof of Claim:** Medical Reports: Within 90 days or as soon as practicable, you or other persons making claim shall give to us written notice of claim under this coverage.

As soon as practicable after written request by us, you or other persons making claim shall give to us written proof of claim, under oath if required, including full particulars of the nature and extent of the injuries, treatment, and other details entering into the determination of the amount payable hereunder. You and every other person making claim hereunder shall as may reasonably be required submit to examinations under oath by any person named by us and subscribe the same. Proof of claim shall be made upon forms furnished by us unless we shall have failed to furnish such forms within 15 days after receiving notice of claim.

The injured person shall submit to physical examinations by physicians selected by us when and as we may reasonably require and he, or in the event of his incapacity his legal representative, or in the event of his death his legal representative or the person or persons entitled to sue therefor, shall upon each request from us execute authorization to enable us to obtain medical reports and copies of records.

- 4. **Notice of Legal Action:** If, before we make payment of loss hereunder, you or your legal representative shall institute any legal action for bodily injury against any person or organization legally responsible for the use of an automobile involved in the accident, a copy of the summons and complaint or other process served in connection with such legal action shall be forwarded immediately to us by you or your legal representative.
- 5. **Limits of Liability:**

- (a) Our limit of liability for all damages, including damages for care or loss of services, because of bodily injury sustained by one person as the result of any one accident is \$10,000 and, subject to the above provision, the total limit of our liability for all damages, including damages for care or loss of services, because of bodily injury sustained by two or more persons, whether insureds or qualified persons under the New York Motor Vehicle Accident Indemnification Corporation law, as the result of any one accident is \$20,000.
- (b) Any amount payable under the terms of this coverage, including amounts payable for care or loss of services, because of bodily injury sustained by one person, shall be reduced by (1) all sums paid on account of such bodily injury by or on behalf of (a) the owner or operator of the uninsured automobile and (b) any other person or persons jointly or severally liable together with such owner or operator for such bodily injury, (2) all sums paid on account of bodily injury sustained in the same accident under any insurance or statutory benefit similar to that provided by this coverage and (3) the amount paid and the present value of all amounts payable on account of such bodily injury under any workmen's compensation law, exclusive of non-occupational disability benefits.

6. **Other Insurance:** With respect to bodily injury to you while occupying an automobile not owned by you, this insurance shall apply only as excess insurance over any other similar insurance available to you and applicable to such automobile as primary insurance, and this insurance shall then apply only in the amount by which the limit of liability for this coverage exceeds the applicable limit of liability of such other insurance.
7. **Arbitration:** If any person making claim hereunder and we do not agree that such person is legally entitled to recover damages from the owner or operator of an uninsured automobile because of bodily injury to you, or do not agree as to the amount of payment which may be owing under this coverage, then, upon written demand of either, the matter or matters upon which such person and we do not agree shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Such person and we each agree to consider itself bound and to be bound by any award made by the arbitrators pursuant to this coverage.
8. **Trust Agreement:** In the event of payment to any person under this coverage:
- (a) We shall be entitled to the extent of such payment to the proceeds of any settlement or judgment that may result from the exercise of any rights of recovery of such person against any person or organization legally responsible for the bodily injury because of which such payment is made;
  - (b) Such person shall hold in trust for our benefit all rights of recovery which he shall have against such other person or organization because of such bodily injury;
  - (c) Such person shall do whatever is proper to secure and shall do nothing after loss to prejudice such rights;
  - (d) If requested in writing by us, such person shall take, through any representative designated by us, such action as may be necessary or appropriate to recover such payment as damages from such other person or organization, such action to be taken in the name of such person; in the event of a recovery, we shall be reimbursed out of such recovery for expenses, costs and attorneys' fees incurred by us in connection therewith;
  - (e) Such person shall execute and deliver to us such instruments and papers as may be appropriate to secure the rights and obligations of such person and us established by this provision and, upon request of us, shall attend hearings and trials and assist in securing and giving evidence, obtaining the attendance of witnesses and in the conduct of any legal proceedings.
9. **Payment of Loss by Us:** Any amount due hereunder is payable (a) to you, or (b) if you are a minor to your parent or guardian, or (c) if you are deceased to your surviving spouse, otherwise (d) to a person authorized by law to receive such payment or to a person legally entitled to recover the damages which the payment represents; provided, we may at our option pay any amount due hereunder in accordance with sub-division (d) hereof.
10. **Action Against Us:** No action shall lie against us unless, as a condition precedent thereto, you or your legal representative have fully complied with all the terms of this coverage.
11. **Changes:** This coverage embodies all agreements existing between you and us relating to this insurance. Notice to or knowledge possessed by us, any agent or any other person shall not effect a waiver or a change in this coverage or estop us from asserting any right under the terms of this coverage.
12. **Assignment:** Assignment of interest under this coverage shall not bind us until its consent is endorsed hereon; if, however, you or your spouse if a resident of the same household, shall die, this coverage shall cover (1) the survivor as you, (2) your legal representative as you but only while acting within the scope of your duties as such, and (3) any relative who was covered as you at the time of such death.
13. **Policy Period—Termination:** This coverage applies only to accidents which occur on and after the effective date hereof and during the policy period and shall terminate upon (1) termination of the policy of which it forms a part or (2) termination of New York registration on all automobiles owned by you or your spouse.

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For All the Commitments You Make®

## **UNIVERSAL SECURITY POLICY AUTOMOBILE ACCIDENT INDEMNIFICATION COVERAGE AMENDMENT—NEW YORK**

With respect to such insurance as is afforded under Automobile Accident Indemnification Coverage—New York for bodily injury, if the bodily injury results in death, we will provide supplemental limits of liability of \$50,000 for such bodily injury resulting in death sustained by one person as the result of any one accident and, subject to this limit for each person \$100,000 for such bodily injury resulting in death sustained by two or more persons as the result of any one accident.

The limits of liability of this endorsement shall be reduced as follows:

1. In the event of the death of one person, the \$50,000 limit shall be reduced by any amount paid to or on behalf of that person under Automobile Accident Indemnification Coverage—New York; and
2. In the event of the death of two or more persons, and subject to the limitations in item 1. above, the \$100,000 limit shall be reduced by any amounts paid to or on behalf of those persons under Automobile Accident Indemnification Coverage—New York.

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**UNIVERSAL SECURITY POLICY  
PERSONAL INJURY PROTECTION COVERAGE—NEW YORK**

We agree with you, as follows:

**Section I—Mandatory Personal Injury Protection**

We will pay first party benefits to reimburse for basic economic loss sustained by an eligible injured person on account of personal injuries caused by an accident arising out of the use or operation of a motor vehicle or motorcycle during the policy period. This coverage applies only to motor vehicle accidents which occur on or after December 1, 1977, and motorcycle accidents which occur on or after July 22, 1982, and within the United States of America, its territories or possessions, or Canada.

**First Party Benefits**

First party benefits, other than death benefits, are payments equal to basic economic loss, reduced by the following:

- (a) 20 percent of the eligible injured person's loss of earnings from work to the extent that an eligible injured person's basic economic loss consists of such loss of earnings;
- (b) Amounts recovered or recoverable on account of personal injury to an eligible injured person under State or Federal laws providing social security disability or workmen's compensation benefits, or disability benefits under article nine of the New York Workmen's Compensation Law;
- (c) The amount of any applicable deductible, provided that such deductible shall apply to each accident, but only to the total of first party benefits otherwise payable to you and any relative as a result of that accident.

**Basic Economic Loss**

Basic economic loss shall consist of medical expense, work loss, other expense and, when death occurs, a death benefit is herein provided. Except for such death benefit, basic economic loss shall not include any loss sustained on account of death. Basic economic loss of each eligible injured person on account of any single accident shall not exceed \$50,000, except that any death benefit hereunder shall be in addition thereto.

**Medical Expense**

Medical expense shall consist of necessary expenses for:

- (a) Medical, hospital, surgical, nursing, dental, ambulance, x-ray, prescription drug and prosthetic services;
- (b) Psychiatric, physical and occupational therapy and rehabilitation;
- (c) Any non-medical remedial care and treatment rendered in accordance with a religious method of healing recognized by the laws of New York; and
- (d) Any other professional health services.

These medical expenses will not be subject to a time limitation, provided that within one year after the date of the accident it is ascertainable that further medical expenses may be sustained as a result of the injury. Payments hereunder for necessary medical expenses shall be subject to the limitations and requirements of Section 5108 of the New York Insurance Law.

**Work Loss**

Work loss shall consist of the sum of the following losses and expenses, up to a maximum payment of \$1,000 per month for a period of three years from the date of the accident:

- (a) Loss of earnings from work which the eligible injured person would have performed had such person not been injured, except that an employee who is entitled to receive monetary payments, pursuant to statute or contract with the employer, or who receives voluntary monetary benefits paid for by the employer, by reason of such employee's inability to work because of personal injury arising out of the use or operation of a motor vehicle or motorcycle, shall not be entitled to receive first party benefits for loss of earnings from work to the extent that such monetary payments or benefits from the employer do not result in the employee suffering a reduction in income or a reduction in such employee's level of future benefits arising from a subsequent illness or injury; and
- (b) Reasonable and necessary expenses sustained by the eligible injured person in obtaining services in lieu of those which such person would have performed for income.



### **Other Expenses**

Other expenses shall consist of all reasonable and necessary expenses, other than medical expenses and work loss, up to \$25 per day for a period of one year from the date of the accident causing injury.

### **Death Benefit**

Upon the death of any eligible injured person, caused by an accident to which this coverage applies, the Company will pay to the estate of such person a death benefit of \$2,000.

### **Eligible Injured Person**

Subject to the exclusions and conditions set forth below, an eligible injured person is:

- (a) You and any relative who sustains personal injury arising out of the use or operation of any motor vehicle, while not occupying a motor vehicle.
- (b) You and any relative who sustains personal injury arising out of the use or operation of any motorcycle, while not occupying a motorcycle.
- (c) Any other person who sustains personal injury arising out of the use or operation of the insured motor vehicle in the State of New York while not occupying another motor vehicle.
- (d) Any New York State resident who sustains personal injury arising out of the use or operation of the insured motor vehicle outside of New York State while not occupying another motor vehicle.

### **Exclusions**

This coverage does not apply to personal injury sustained by:

- (a) You or your relative while occupying, or while a pedestrian through being struck by, any motor vehicle owned by you with respect to which the coverage required by the New York Comprehensive Motor Vehicle Insurance Reparations Act is not in effect;
- (b) Any relative while occupying, or while a pedestrian through being struck by, any motor vehicle owned by the relative with respect to which the coverage required by the New York Comprehensive Motor Vehicle Insurance Reparations Act is not in effect;
- (c) You or your relative while occupying, or while a pedestrian through being struck by, a motor vehicle in New York State, or other than your motor vehicle, with respect to which the coverage required by the New York Comprehensive Motor Vehicle Insurance Reparations Act is in effect; however this exclusion does not apply to personal injury sustained in New York State by you or your relative while occupying a bus or school bus, as defined in Sections 104 and 142 of the New York Vehicle and Traffic Law, unless that person is the operator, an owner, or an employee of the owner or operator, of such bus or school bus;
- (d) Any person while occupying a motorcycle;
- (e) Any person who intentionally causes his own personal injury;
- (f) Any person as a result of operating a motor vehicle while in an intoxicated condition or while his ability to operate such vehicle is impaired by the use of a drug (within the meaning of Section 1192 of the New York Vehicle and Traffic law); or
- (g) Any person while:
  - (i) Committing an act which would constitute a felony, or seeking to avoid lawful apprehension or arrest by a law enforcement officer;
  - (ii) Operating a motor vehicle in a race or speed test; or
  - (iii) Operating or occupying a motor vehicle known to him to be stolen.
  - (iv) Repairing, servicing or otherwise maintaining a motor vehicle if such conduct is within the course of a business of repairing, servicing or otherwise maintaining a motor vehicle and the injury occurs on the business premises.
- (h) The named insured or relative while not occupying a motor vehicle or a motorcycle when struck by a motorcycle in New York State with respect to which the coverage required by the New York Comprehensive Motor Vehicle Insurance Reparations Act is in effect;
- (i) Any New York State resident other than the named insured or relative injured through the use or operation of the insured motor vehicle outside of New York State if such resident is the owner or a relative of the owner of a motor vehicle insured under another policy providing the coverage required by the New York Comprehensive Motor Vehicle Insurance Reparations Act;
- (j) Any New York State resident other than the named insured or relative injured through the use or operation of the insured motor vehicle outside of New York State if such resident is the owner of a motor vehicle for which the coverage required by the New York Comprehensive Motor Vehicle Insurance Reparations Act is not in effect.

## **Other Definitions**

When used in reference to this coverage:

- (a) "your motor vehicle" means a motor vehicle owned by you and to which the bodily injury liability insurance of this policy applies and for which a specific premium is charged;
- (b) "motorcycle" means a vehicle as defined in Section 123 of the New York Vehicle and Traffic Law, and which is required to carry financial security pursuant to article 6, 8, or 48-A of the Vehicle and Traffic Law;
- (c) "motor vehicle" means a motor vehicle, as defined in Section 311 of the New York Vehicle and Traffic Law, and also includes fire and police vehicles, but shall not include any motor vehicle not required to carry financial security pursuant to article 6, 8, or 48-A of the Vehicle and Traffic Law or a motorcycle as defined above;
- (d) "your" means the person or organization named in the coverage summary;
- (e) "occupying" means in or upon or entering into or alighting from;
- (f) "personal injury" means bodily injury, sickness or disease;
- (g) "relative" means a spouse, child, or other person related to you by blood, marriage, or adoption (including a ward or foster child), who regularly resides in your household, including any such person who regularly resides in the household, but is temporarily living elsewhere; and
- (h) "use or operation" of a motor vehicle or motorcycle includes the loading or unloading of such vehicle.

## **Conditions**

**Action Against Us.** No action shall lie against us unless, as a condition precedent thereto, there shall have been full compliance with the terms of this coverage.

**Notice.** In the event of an accident, written notice setting forth details sufficient to identify the eligible injured person, along with reasonably obtainable information regarding the time, place and circumstances of the accident, shall be given by, or on behalf of, each eligible injured person, to us, or any of our authorized agents, as soon as reasonably practicable, but in no event more than 90 days after the date of the accident, unless the eligible injured person submits written proof that it was impossible to comply with such time limitation due to specific circumstances beyond such person's control. If an eligible injured person or his legal representative institutes a proceeding to recover damages for personal injury under Section 5104(b) of the New York Insurance Law, a copy of the summons and complaint or other process served in connection with such action shall be forwarded as soon as practicable to us or any of our authorized agents by such eligible insured person or his legal representative.

**Proof of Claim; Medical and Earnings Reports.** As soon as reasonably practicable, but, in the case of health service expenses, no later than 180 days after the date services are rendered or 180 days after the date written notice was given to the Company, whichever is later, unless the eligible injured person submits written proof that it was impossible to comply with such time limitation due to specific circumstances beyond such person's control, the eligible injured person or someone on his behalf shall give to us written proof of claim, including full particulars of the nature and extent of the injuries and treatment received and contemplated. Upon request by us the eligible injured person or someone on his behalf shall:

- (a) Execute a written proof of claim under oath;
- (b) Provide authorization that will enable us to obtain medical records; and
- (c) Provide any other pertinent information that may assist us in determining the amount due and payable.

The eligible injured person shall submit to medical examination by physicians selected by, or acceptable to, us, when, and as often as, we may reasonably require.

**Arbitration.** In the event any person making a claim for first party benefits and we do not agree regarding any matter relating to the claim, such person shall have the option of submitting such disagreement to arbitration pursuant to procedures promulgated or approved by the Superintendent of Insurance.

**Reimbursement and Trust Agreement.** To the extent that we pay first party benefits, we are entitled to the proceeds of any settlement or judgment resulting from the exercise of any right of recovery for damages for personal injury under Section 5104(b) of the New York Insurance Law. We shall have a lien upon any such settlement or judgment to the extent that we have paid first party benefits. An eligible injured person shall:

- (a) Hold in trust, for our benefit, all rights of recovery which he shall have for personal injury under Section 5104(b) of the New York Insurance Law;
- (b) Do whatever is proper to secure, and shall do nothing to prejudice, such rights; and
- (c) Execute, and deliver to us, instruments and papers as may be appropriate to secure the rights and obligations of such person and we established by this provision.

An eligible injured person shall not compromise an action to recover damages brought under Section 5104(b) of the New York Insurance Law except:

- (a) With our written consent; or
- (b) With approval of the court; or
- (c) Where the amount of the settlement exceeds \$50,000.

**Other Coverage.** Where more than one source of first party benefits required by Article 51 of the New York Insurance Law and Article VI or VII of the New York Vehicle and Traffic Law is available and applicable to an eligible injured person in any one accident, we are liable to an eligible injured person only for an amount equal to the maximum amount that the eligible injured person is entitled to recover under this coverage, divided by the number of available and applicable sources of required first party benefits.

An eligible injured person shall not recover duplicate benefits for the same elements of loss under this coverage or any other mandatory first-party motor vehicle or no-fault motor vehicle insurance coverage issued in compliance with the laws of another state. If the eligible injured person is entitled to benefits under any such mandatory first-party automobile or no-fault automobile insurance for the same elements of loss under this coverage, we shall be liable only for an amount equal to the proportion that the total amount available under this coverage bears to the sum of the amount available under this coverage and the amount available under such other mandatory insurance for the common elements of loss. However, where another state's mandatory first-party or no-fault automobile insurance law provides unlimited coverage available to an eligible injured person for an element of loss under this coverage, our obligation is to share equally for that element of loss with such other mandatory insurance until the \$50,000 limit of this coverage is exhausted by the payment of the element of loss and any other elements of loss.

#### **Section II—Excess Coverage**

If automobile medical payments coverage or any disability coverages or uninsured motorists coverage are afforded under this policy, such coverages shall be excess insurance over any mandatory or added personal injury protection benefits paid or payable, or which would be paid or payable but for the application of a deductible, under this or any other motor vehicle no-fault insurance policy.

#### **Section III—Constitutionality**

If it is conclusively determined by a court of competent jurisdiction that the New York Comprehensive Motor Vehicle Insurance Reparations Act, or any amendment thereto, is invalid or unenforceable in whole or in part, then, subject to the approval of the Superintendent of Insurance, we may amend this policy and may also recompute the premium for the existing or amended policy.

These amendments and recomputations will be effective retroactively to the date that such Act or any amendment is deemed to be invalid or unenforceable in whole or in part.

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## **UNIVERSAL SECURITY POLICY WORKERS' COMPENSATION**

### **Certain Residence Employees New York**

We agree, with respect to covered residence employees:

#### **Under Coverage I**

To pay when due all benefits required of a covered person by the New York Workers' Compensation Law; and

#### **Under Coverage II**

To pay on behalf of a covered person all damages for which the covered person is legally liable because of bodily injury sustained by a covered residence employee. The bodily injury must be caused by accident or disease and arise out of and in the course of employment by a covered person while:

- a. in the United States of America, its territories or possessions, or Canada, or
  - b. temporarily elsewhere if the residence employee is a citizen or resident of the United States or Canada.
- Coverage II does not apply to any suit brought in or judgment rendered by any court outside the United States of America, its territories and possessions, or Canada, or to any action on such judgment.

#### **Who Is Covered**

A covered residence employee under this endorsement is a **residence employee** who is both:

- a. engaged in regular employment of less than 40 hours per week or is engaged in casual employment, and
- b. defined under the New York workers' compensation law as an employee for whom workers' compensation benefits must be provided.

#### **Application of Coverage**

This insurance applies only to bodily injury, which occurs during the policy period. If the bodily injury is a disease, it must be caused or aggravated by the conditions of the residence employee's employment by a covered person. The covered **residence employee's** last day of last exposure to the conditions causing or aggravating such **bodily injury** by disease must occur during the policy period.

This insurance is subject to all the provisions of this endorsement and the following provisions of this policy:

- a. Under **Other Provisions You and We Agree To**:
  1. Waiver or Change of Policy Provisions.
  2. Cancellation.
  3. Subrogation.
- b. Under **How We Settle Liability Claims and What You Must Do**:
  3. Your Duties After Loss.
  5. Suit Against Us.
- c. Our agreement to defend the covered person as provided under the **Liability** Coverage section.
- d. Under **Additional Liability Coverages**:
  1. Other Payments We Make.
  8. First Aid Expenses.
- e. The definition of "bodily injury," "business," "covered person" and "residence employee."

#### **Additional Provisions Applicable to Coverage I**

The following provisions are applicable to Coverage I:

- a. As between the covered residence employee and us, notice to or knowledge of the occurrence of the injury on the part of a covered person will be deemed notice or knowledge on our part.
- b. The jurisdiction of a covered person will, for the purpose of the law imposing liability for compensation, be our jurisdiction.

## **Limits of Liability Coverage II**

We may not limit our liability to pay damages for which we become legally liable to pay because of **bodily injury** to a **covered person's** covered residence employee if the **bodily injury** arises out of and in the course of employment that is subject to and is compensable under the Workers' Compensation Law of New York.

## **Other Insurance**

If a loss covered by this insurance is also covered by other insurance, we will not pay more than our share of benefits and costs. The shares of all applicable insurance will be equal until the loss is paid.

## **Conformity to Statute**

Terms of this insurance which are in conflict with the New York Workers' Compensation Law are amended by this statement to conform to that law.

## **Exclusions**

This policy does not apply:

- a. to liability for bodily injury arising out of business pursuits of a covered person.
- b. Under Coverage II:
  1. to liability assumed by a covered person under any contract or agreement.
  2. to any obligation under a workers' compensation, unemployment or disability benefits law or any similar law.
  3. to punitive or exemplary damage because of **bodily injury** to a covered **residence employee** employed in violation of law.
  4. to **bodily injury** to a covered **residence employee** employed in violation of law with the knowledge of a **covered person**.
  5. to **bodily injury** intentionally caused or aggravated by a **covered person**.
  6. to damage arising out of the unlawful discharge or coercion of, or unlawful discrimination against, a covered **residence employee**.

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For All the Commitments You Make®

**UNIVERSAL SECURITY POLICY  
NO LIABILITY COVERAGES FOR HOME DAY CARE BUSINESS  
LIMITED PROPERTY COVERAGES FOR HOME DAY CARE BUSINESS**

**Home Day Care Business**

If a **covered person** regularly provides home day care services to a person or persons other than a **covered person** and receives monetary or other compensation for such services, that enterprise is a **business** pursuit. Mutual exchange of home day care services, however, is not considered compensation. The rendering of home day care services by a **covered person** to a relative of a **covered person** is not considered a **business** pursuit.

**THINGS WE DO NOT COVER**

The following is added to Provision 2. **Business Pursuits**:

With respect to a home day care enterprise which is considered to be a **business** pursuit, this policy:

- a. does not provide Liability Coverages because **business** pursuits of a **covered person** are excluded as indicated above;
- b. does not provide Property Coverage for other structures where other structures are used in whole or in part for **business**;
- c. limits coverage for **tangible personal property** used on the **residence premises** for the home day care enterprise, because the "Property Special Limits" of liability Provision 3. imposes a limit on **business** property on the **residence premises**;
- d. limits coverage for **tangible personal property** used off the **residence premises** for the home day care enterprise because the "Property Special Limits" of liability Provision 3. imposes a limit on **business** property off the **residence premises**.

## IMPORTANT INFORMATION

### TO ALL OPERATORS OF MOTOR VEHICLES IN NEW YORK

AS YOUR INSURANCE COMPANY, WE ARE NOW REQUIRED BY LAW TO ADVISE YOU OF THE LEGAL AND FINANCIAL CONSEQUENCES OF A CONVICTION FOR OPERATING A MOTOR VEHICLE WHILE UNDER THE INFLUENCE OF ALCOHOL OR DRUGS. While we are required to send you this information prepared by the New York Departments of Insurance and Motor Vehicles, we strongly endorse the message that the law is trying to convey — "IT DOESN'T PAY TO DRINK AND DRIVE."

Our newspapers remind us daily of the tragic consequences of drinking and driving — yet deaths, injuries and property damage accidents attributed to alcohol-impaired driving continue to be a serious problem in New York State. In fact, studies consistently reveal that alcohol is a contributing factor in more than 40% of all motor vehicle accidents in which someone is killed.

As part of numerous efforts under way to deter and reduce alcohol-related motor vehicle accidents and incidents, increased enforcement efforts to detect alcohol-impaired driving have resulted in a dramatic increase in alcohol-related arrests and convictions during the past two years. Also, New York State has passed laws increasing penalties for conviction of operating a motor vehicle while under the influence of alcohol or drugs — penalties which result in severe legal and financial consequences.

Please take a few minutes to familiarize yourself and any member of your household who may drive your car with this important information.

Thank you, and please remember: If you drink - don't drive!

### FACT SHEET

#### PENALTIES FOR ALCOHOL/DRUG-RELATED DRIVING OFFENSES

AS OF APRIL 1, 1984

According to New York State Vehicle and Traffic Law, the following penalties will be imposed for convictions for the noted violations:

<u>VIOLATION</u>	<u>MANDATORY FINE</u>	<u>MAXIMUM JAIL TERM</u>	<u>MANDATORY ACTION AGAINST LICENSE</u>
<b>*DRIVING WHILE INTOXICATED (DWI)</b>			
First Violation	\$350-\$500	1 Year	Revoked at least 6 months
Two or More Violations in 10 Years	\$500-\$5000	4 Years	Revoked at least 1 Year
<b>DRIVING WHILE ABILITY IMPAIRED (DWAI)</b>			
First Violation	\$250	15 Days	Suspended 90 days
<b>**Two Violations in 5 Years</b>	\$350-\$500	30 Days	Revoked at least 6 months
Three Violations in 10 Years	\$500-\$1500	90 Days	Revoked at least 6 months if current violation occurred within 5 years of the previous violation
<b>CHEMICAL TEST REFUSAL</b>	—	—	Revoked at least 6 months Civil penalty - \$100
<b>CHEMICAL TEST REFUSAL with Prior Alcohol-Related Incident Within the Past 5 Years</b>	—	—	Revoked at least 1 Year Civil Penalty - \$250

\*DWI penalties also apply to violations of Driving with a .10 Percent of Alcohol in the Blood and Driving While Impaired by a Drug. Second or subsequent violations in ten years are felonies. However, the one-year revocation applies only if both violations were either DWI or Driving with a .10 Percent of Alcohol in the Blood, and not if one or both violations were Driving While Impaired by a Drug.

\*\*Applicable if a DWAI violation occurs within five years of any alcohol drug-related conviction.

- When your license is revoked by the Department of Motor Vehicles, you will be required to pay a \$35 reinstatement fee at the time of re-application, unless you participate in the New York State Alcohol and Drug Rehabilitation Program, known as the Drinking Driver Program (DDP). This fee is non-refundable even if your application is denied, and is in addition to any fines imposed by the courts.
- If you have been drinking or have been taking drugs and cause a death or serious injury as a result of a traffic accident, you may face felony charges of vehicular manslaughter or vehicular assault. Conviction of such a charge could result in a \$5,000 fine and/or up to seven years in prison.
- If you attend the Drinking Driver Program, you must pay an administrative fee of \$50 and a tuition fee of either \$75 or \$85, depending on the area of the State where you attend the program. In addition, if you are required to obtain an evaluation and/or treatment for alcohol-related problems, you must also pay for these additional services.
- If you drive while your license is suspended or revoked for DWI, DWAI, or for refusing a chemical test, you face a mandatory jail term of seven to 180 days and a mandatory fine of \$200-\$500.
- If you are under age 21, convicted of DWI or Driving While Ability Impaired by a Drug, and you do not complete the New York State DDP, your license will be revoked, at a minimum, for six months or until you are 21, whichever period is greater.
- If you are convicted of an alcohol-related offense outside of New York State, your license will be revoked in New York State for a minimum period of sixty days for a charge of Driving Under the Influence (DUI). This is in addition to any fines and/or jail sentences imposed by the court in the state in which the incident occurred, or any action against your "privilege" to drive in that state.

#### HOW MANY DRINKS MAKE YOU LEGALLY INTOXICATED?

In New York State you are legally intoxicated when your Blood Alcohol Content (B.A.C.) reaches .10%. You are Driving While Ability Impaired (DWAI) when the B.A.C. is between .05% and .09%.

- Any amount of drinking will affect your judgment and coordination. The degree of impairment depends on four basic factors:
  - (a) The amount you drink.
  - (b) Eating before or during your drinking as food will slow absorption of alcohol.
  - (c) Your body weight.
  - (d) The length of time spent drinking.

- One drink, whether a 12-ounce can of beer, a 5-ounce glass of wine, or a shot of 86 proof liquor all contain the same amount of alcohol. Your body metabolizes about one drink each hour. Only time will sober you up, not coffee, a walk, or a cold shower.

Therefore, if you consume more than one drink per hour, the likelihood is that you are at least DWAI if you weigh around 110 pounds and had 2 drinks or DWAI if you had 3 drinks and weigh 170 pounds or more. A rule of thumb for an average 140-160 pound person is a rise in B.A.C. of .02% per hour per drink.

- As an example, a 140 pound person who consumes 5 drinks in a two hour period will have a .08% B.A.C. (.02% is deducted for the passage of time). If no more alcohol is consumed by that individual, he or she may not safely drive for a minimum of 4 hours. Remember, any elevation in B.A.C. will impair your judgment and coordination.



**ALCOHOL/DRUG-RELATED CONVICTIONS AND  
- YOUR AUTOMOBILE INSURANCE POLICY**

- The suspension of your driver's license (or the driver's license of any person who customarily operates your automobile) can be cause for your insurance company to cancel or non-renew your automobile insurance policy.
- A conviction of driving while Impaired or intoxicated through the use of alcohol or drugs will probably result in your insurance policy being non-renewed and in your inability to obtain insurance in an insurance company other than through the New York Automobile Insurance Plan (Assigned Risk Plan.)
- Under the Assigned Risk Plan, a conviction of operating a motor vehicle while intoxicated or impaired by the consumption of alcohol or drugs results in a 75% surcharge (increase) on your automobile insurance premiums for three years. Most automobile insurance companies will also surcharge (increase) your premiums substantially for any convictions or operating a motor vehicle while under the influence of alcohol or drugs.

**NO FAULT EXCLUSIONS**

- Another reason for not driving in an intoxicated condition or while your ability to operate a motor vehicle is impaired by the use of a drug is that no-fault benefits will not be available to you if your injuries resulted from your operation of the motor vehicle. Any basic economic loss incurred as the result of your own bodily injury would remain outside of the no-fault system. If you permit a non-DWI or non-DWAI to chauffeur you home, then full no-fault benefits will be available to all occupants of your motor vehicle.

---

CNA's Personal Automobile Policy is underwritten by one of the following CNA Insurance Companies: American Casualty Company of Reading, Pennsylvania, National Fire Insurance Company of Hartford, or Valley Forge Insurance Company.

CNA's Universal Security Policy is underwritten by the Transcontinental Insurance Company.

# IMPORTANT INFORMATION

TO OUR NEW YORK UNIVERSAL SECURITY POLICYHOLDERS

CNA offers a discount on your Universal Security premium for successfully completing a Motor Vehicle Accident Prevention Course which is approved and monitored by the New York Department of Motor Vehicles.

The discount will apply to your Personal Liability and No-Fault premiums. It will be given to you for three years after completion of the course. If you have completed the course mid-term of the policy period, the discount will be applied at your next renewal and continue for three years.

The Department of Motor Vehicles has approved the Motor Vehicle Accident Prevention course of the sponsoring agencies listed below which are available to the general public:

American Association of Retired Persons  
55 Alive/Mature Driving  
PO Box 259 Little Neck Station  
Little Neck NY 11363  
(For drivers age 50 and over only -  
please send self-addressed stamped  
envelope for information)

Driver Training Associates, Inc.  
DTA Program for Driver Improvement  
45 E 33rd St Ste 601  
New York NY 10016  
Telephone: 212-696-9020 or  
800-243-2196  
518-765-4011 or 315-331-7469  
914-724-5825 or 716-283-8771

National Safety Council  
Defensive Driving Course  
500 S Salina St Ste 318  
Syracuse NY 13202  
Classes Statewide  
For a class near you  
Call (Toll Free): 800-962-3434

National Traffic Safety Institute  
Traffic Survival Workshop  
13 Four Corners Rd  
Staten Island NY 10304  
For information Statewide:  
Call (Toll Free): 800-334-1441  
or: 718-979-3474

Safety Training Programs, Inc.  
Crash Prevention Workshop  
PO Box 1328 FDR Station  
New York NY 10150  
Telephone: 212-737-6242 or  
718-706-8710  
516-542-0033 or 914-834-3014  
716-648-5400 -- Ext. 276



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G-57195-A  
Ed. Date  
(01/87)

You will be eligible for the discount only if you are the principal operator of your vehicle. Contact Your CNA Agent for more information. Your agent can tell you if you are eligible and arrange for our premium to be discounted.

CNA's Universal Security Policy is underwritten by the Transportation Insurance Company.



For All the Commitments You Make<sup>®</sup>

## RENTAL VEHICLE COVERAGE ENDORSEMENT NEW YORK

This Rental Vehicle Coverage endorsement applies only to, and is part of, every motor vehicle liability insurance policy that covers less than five private passenger motor vehicles and to any other personal private passenger auto liability policy to which this endorsement is attached.

For each such policy, this endorsement provides coverage for the insured's obligations in the event of actual damage to, or loss of, any rental vehicle, including loss of use, rented by the insured anywhere in the United States, its territories or possessions, and Canada under a rental agreement with a term no longer than thirty continuous days, regardless of where such rental vehicle may be registered, rented or operated.

Rental Vehicle Coverage shall provide protection regardless of (a) fault; and (b) whether the rental vehicle is rented or operated for business or pleasure, unless used for transporting persons or property for hire.

### DEFINITIONS:

- (a) "Insured" means named insured or any relative;
- (b) "Relative" means a spouse, child or other person related to the named insured by blood, marriage or adoption (including a ward or foster child), who regularly resides in the insured's household, including any such person who regularly resides in the household, but who is temporarily living elsewhere;
- (c) "Private passenger motor vehicle" means:
  - (1) a motor vehicle of the private passenger or station wagon type that is owned or hired under a long-term contract by an individual or by husband and wife, and is neither used as a public or livery conveyance for passengers nor rented to others without a driver; or
  - (2) a motor vehicle with a pick-up body, a delivery sedan, panel truck or van, owned by an individual or by husband or wife who are residents of the same household, or by a family farm co-partnership or a family farm corporation, and not customarily used in the occupation, profession or business of the insured other than farming or ranching, whether or not used in the course of driving to or from work.
- (d) "Long-term contract" means a contract with a term of six months or longer.
- (e) "Rental vehicle" means a vehicle of the type described in (c) above, if:
  - (1) not used for transporting persons or property for hire; and
  - (2) owned by a person engaged in the business of renting or leasing vehicles rented or leased without a driver to persons other than the owner and is registered in the name of such owner.

**RENTAL VEHICLE COVERAGE ENDORSEMENT  
NEW YORK**

**PRIORITY OF PAYMENT:**

- (a) In no event shall payment be made under this endorsement duplicating payment made by this policy, another policy or another insurer for the same claim.
- (b) If more than one policy could cover the claim, payment on the claim shall be made in the following order of priority:
  - (1) the policy with respect to which the person is a named insured;
  - (2) if the person is not a named insured on any policy, the policy with respect to which the person is an insured; and
  - (3) where two or more policies provide coverage of equal priority, the policy or insurer with respect to which the claim is first submitted.
- (c) An inquiry about coverage or notification of damage to, or loss of, a rental vehicle shall constitute submission of a claim.

**EXCLUSIONS:**

No Rental Vehicle Coverage shall be provided:

- (a) arising beyond the geographic limitations of the policy to which Rental Vehicle Coverage is endorsed;
- (b) to an insured who has committed fraud in connection with damage to, or loss of, a rental vehicle including loss of use; or
- (c) for damage to, or loss of, a rental vehicle, including loss of use, which the rental vehicle company is precluded from recovering from the insured:
  - (1) pursuant to the terms of the rental agreement; or
  - (2) due to the prohibitions of section 396-z of the General Business Law or similar statutory provisions of other jurisdictions.

**SUBROGATION:**

- (a) In the event of any payment under this endorsement, the insurer is subrogated to the extent of such payments to the rights of the person to whom, or for whose benefit, such payments were made.
- (b) Such person shall execute and deliver instruments and papers and do whatever else is necessary to secure such subrogation rights, and shall not act in a manner that may prejudice such rights.
- (c) Subrogation shall not be pursued against any person who operated the rental vehicle with the insured's permission.

# IMPORTANT INFORMATION

## RENTAL VEHICLE COVERAGE NOTICE TO POLICYHOLDERS

\*\*Rental Vehicle Coverage Premium Charge      YES:      NO:   X  

\*\*If YES, Amount of Rental Vehicle Coverage Premium:      \$           

The Rental Vehicle Coverage endorsement attached to this policy provides protection in the event of damage to, or loss of, a rental vehicle, including loss of use, as described in the endorsement.

Rental Vehicle Coverage has been mandated by New York State law, as part of overall legislation to redress problems that confronted consumers and left them vulnerable to major unanticipated costs when dealing with rental vehicle companies.

Effective April 1, 1989, another part of this legislation prohibits rental vehicle companies in New York State from holding their customers liable for damage to, or loss of, rental vehicles, including loss of use, and limits the maximum charge by the rental vehicle company to \$100 for such damage or loss, subject to stated exceptions for certain behavior on the part of the renter.

This Rental Vehicle Coverage protects you whenever rental vehicles are rented and operated anywhere within the United States, its territories or possessions, and Canada.

In the event that a premium is at any time charged or increased for Rental Vehicle Coverage, you have the right to reject this coverage and not pay such charge, if you so inform your insurer within ten calendar days after you receive notice that such a premium charge or increase will be made for Rental Vehicle Coverage.

Please review the Rental Vehicle Coverage endorsement itself. If, as indicated at the top of this notice, there is a premium charge or increase and you wish to reject Rental Vehicle Coverage -- or you simply wish to obtain additional information regarding this coverage -- please contact your insurance agent or broker, or call our toll-free telephone number: 800-345-7542.

CNA's Personal Auto and Universal Security Policies are underwritten by one of the following CNA Insurance Companies - Continental Casualty Company, American Casualty Company of Reading, National Fire Insurance Company of Hartford, Transcontinental Insurance Company, Valley Forge Insurance Company or Transportation Insurance Company; CNA Plaza, Chicago, Illinois 60685.



For All the Commitments You Make®

G-44661-A

(ED. 03/89)

3023/P9082/276A



311 Turner Street • Utica, NY 13501 • Phone 315/733-4611 • FAX 315/733-8287

May 26, 1989

Robert J. Hanafin, Inc.  
204 Washington Avenue  
Endicott, NY 13760

ATTN: Sheri Weidman

RE: Charles A. Gaetano Elite Policy  
1982 Lincoln

Dear Sheri:

Please delete coverage effective 5/16/89 as indicated on attached FS-6T.

Thank you.

Very truly yours,

CHARLES A. GAETANO CONSTRUCTION CORPORATION

John N. Kinney  
Controller

JNK:bh



PAS  
 OKX489  
 1982 LINCO  
 4DSD BK 1MRBP98F6CY610523  
 3704 G 8 C189843 APR 25 1989  
 NJC UTC626  
 NONTRANSFERABLE 04/27/90  
 EXPIRES

GAETANO, CHARLES, A 28.50  
 1113 PARKWAY E  
 UTICA NY 13501  
 ANNUAL CHG.  
 28.50Y

VOID IF ALTERED EXCEPT  
 FOR CHANGE OF ADDRESS

C189843

PLATE REG. TYPE YR. MAKE REG. EXPIRES

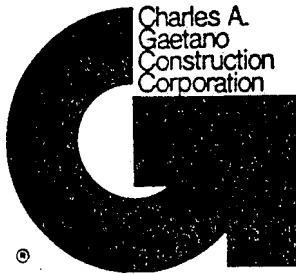
OKX489 PAS 1982 LINCO 04/27/90

GAETANO, CHARLES, A  
 1113 PARKWAY E  
 UTICA NY 13501

VIN 1MRBP98F6CY610523  
 SURRENDER DATE 5/16/89  
 ITEMS SURRENDERED PLATES DESTROYED

CMAM0013 MAY 16 1989  
 NAM UTC633





311 Turner Street • Utica, NY 13501 • Phone 315/733-4611  
FAX #: 315-733-8287

TELECOPIER TRANSMITTAL COVER SHEET

PLEASE DELIVER THE  
FOLLOWING PAGES TO:

NAME: Sheri Weidman  
FIRM: R.S. HANAFIN INC  
ADDRESS: \_\_\_\_\_  
FAX MACHINE #: 1-607-754-9797  
FROM: JOHN N. KINNEY  
RE: CHARLES A. GAETANO  
1982 LINCOLN

TRANSMISSION INCLUDES THIS PAGE PLUS \_\_\_\_\_ PAGE(S)

IF YOU DO NOT RECEIVE ALL THE PAGES, PLEASE CALL THE ABOVE NUMBER AS SOON AS POSSIBLE.

REMARKS: Sheri

As indicated by enclosed FS-6T, the plates  
for the 1982 Lincoln were surrendered on 5-16-89.  
Please read copy of DMV Order of Suspension  
or Revocation relating to these plates. Please  
send me another Current ID card for  
the 1982 Lincoln (CNA-Universal Security Elite)  
Also- please process removal of this vehicle from policy.

DATE 5/26/89



John Kinney



\*\*\*\*\* UF-250 \*\*\*\*\* -JOURNAL- \*\*\*\*\* DATE MAY-26-1989 \*\*\*\*\* TIME 11:38 \*\*\*\*\*

NO.	COM	DOC	DURATION	X/R	IDENTIFICATION	DATE	TIME	DIAGNOSTIC
03	OK	03/03	00:02'04	XMT	T	16077549797	MAY-26 11:36	840440AC2800

-CHARLES GAETANO CONST. CD-

\*\*\*\*\* -PANASONIC- \*\*\*\*\* - 13157338287- \*\*\*\*\*



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CNA Plaza  
Chicago, Illinois 60685

UNIVERSAL SECURITY ELITE AMENDED COVERAGE SUMMARY  
INSURANCE PROVIDED BY TRANSPORTATION INS. CO.  
(PAGE 5 OF 5)

NAMED INSURED: CHARLES A & CORNELIA GAETANO  
311 TURNER ST  
UTICA, NY 13501

AGENT: ROBERT J HANAFIN INC  
204 WASHINGTON AVE.  
ENDICOTT NY 13760  
PHONE: 607-754-3500

POLICY NUMBER: US 805971419

POLICY PERIOD: 04/28/89 TO 04/15/90  
12:01 AM STANDARD TIME

CONTINUED FROM PREVIOUS PAGE:

UNIVERSAL SECURITY POLICY  
FULL COVERAGE WINDOW GLASS  
NEW YORK

SCHEDULE

YEAR/MAKE/MODEL	VEHICLE IDENTIFICATION #	FULL COVERAGE WINDOW GLASS	
		COLLISION	OTHER THAN COLLISION
1982 LINC CONTINENTAL	1MRBP98F6CY610523		X
1988 LINC CONT SIGN	1LNB098F8JY786945		X
1989 JEEP WAGONEER	99999		X

FOR AN ADDITIONAL PREMIUM, THE FIRST PARAGRAPH UNDER "DAMAGE TO MOTOR VEHICLES" IN THE UNIVERSAL SECURITY DELUXE MOTOR VEHICLE POLICY: OR, UNDER "PROPERTY COVERAGE-MOTOR VEHICLE" IN ALL OTHER UNIVERSAL SECURITY POLICIES, IS AMENDED BY THE ADDITION OF THE FOLLOWING:

WE WILL PAY UNDER COLLISION OR OTHER THAN COLLISION FOR WINDOW GLASS BREAKAGE ON YOUR COVERED AUTOMOBILE WITHOUT A DEDUCTIBLE. WE WILL PAY ONLY IF THE SCHEDULE OR COVERAGE SUMMARY INDICATES THAT FULL COVERAGE WINDOW GLASS APPLIES TO THAT AUTO AND COVERAGE. IF ONLY COLLISION COVERAGE IS AFFORDED WITH FULL COVERAGE WINDOW GLASS, ANY COVERED WINDOW GLASS BREAKAGE CAUSED BY COLLISION WILL BE CONSIDERED A COLLISION LOSS.

ALL OTHER PROVISIONS APPLY.

INCLUDES COPYRIGHTED MATERIAL OF INSURANCE SERVICES OFFICE, INC.  
WITH ITS PERMISSION  
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G-56043-A (ED. 01/86)

G-88205-A (Ed. 7/83)

Corporate Secretary

*E. J. Mohr*  
Chairman of the Board

I 0515



For All the Commitments You Make®

CNA Plaza  
Chicago, Illinois 60685

UNIVERSAL SECURITY ELITE AMENDED COVERAGE SUMMARY  
INSURANCE PROVIDED BY TRANSPORTATION INS. CO.  
(PAGE 4 OF 5)

NAMED INSURED: CHARLES A & CORNELIA GAETANO  
311 TURNER ST  
UTICA, NY 13501

AGENT: ROBERT J HANAFIN INC  
204 WASHINGTON AVE.  
ENDICOTT NY 13760  
PHONE: 607-754-3500

*Change from  
84 wagon  
84 wagon*

POLICY NUMBER: US 805971419

POLICY PERIOD: 04/28/89 TO 04/15/90  
12:01 AM STANDARD TIME

CONTINUED FROM PREVIOUS PAGE:

SUMMARY OF ALL USP PREMIUMS

RESIDENCE	TERR	FIRE DEPT	MILES	PC	FT/HYD	CONST	YR	PREMIUM
1. PROPERTY	82	UTICA	3	03	500	MASONRY	35	\$ 3,565
2. PROPERTY	53	FORESTPORT	5	09	1001	FRAME	67	\$ 486
WORKER'S COMPENSATION								\$ 3
VEHICLES	TERR	SYM	SEX	M/S				
1. LIABILITY	82	13	M	2				\$ 134
OTHER THAN COLLISION								\$ 69
COLLISION								\$ 145
PERSONAL INJURY PROTECTION								\$ 32
3. LIABILITY	82	14	F	2				\$ 340
OTHER THAN COLLISION								\$ 155
COLLISION								\$ 144
PERSONAL INJURY PROTECTION								\$ 274
4. LIABILITY	82	13						\$ 36
OTHER THAN COLLISION								\$ 155
COLLISION								\$ 118
PERSONAL INJURY PROTECTION								\$ 228
UM/UIM PREMIUM FOR ALL VEHICLES								\$ 36
								\$ 86
TOTAL FOR ALL EXPOSURES								\$ 5,666

CNA'S PERSONAL INSURANCE .... CONTINUING OUR COMMITMENT TO GIVE YOU THE  
MOST COMPREHENSIVE COVERAGE AT THE BEST POSSIBLE PRICE.

FOR ALL YOUR INSURANCE NEEDS, CONTACT YOUR INDEPENDENT CNA AGENT.

G-88205-A (Ed. 7/83)

USP DEC 018283557

*Thomas P. Schuch*  
Corporate Secretary

*E. J. Notha*  
Chairman of the Board

I 0515



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CNA Plaza  
Chicago, Illinois 60685

UNIVERSAL SECURITY ELITE AMENDED COVERAGE SUMMARY  
INSURANCE PROVIDED BY TRANSPORTATION INS. CO.  
(PAGE 3 OF 5)

NAMED INSURED: CHARLES A & CORNELIA GAETANO  
311 TURNER ST  
UTICA, NY 13501

AGENT: ROBERT J HANAFIN INC  
204 WASHINGTON AVE.  
ENDICOTT NY 13760  
PHONE: 607-754-3500

POLICY NUMBER: US 805971419

POLICY PERIOD: 04/28/89 TO 04/15/90  
12:01 AM STANDARD TIME

CONTINUED FROM PREVIOUS PAGE:

SPECIAL INFORMATION

THIS COVERAGE SUMMARY IS PART OF THE POLICY

CHANGE TO ANNUAL PREMIUM (+) \$ 81 *OK*  
REVISED ANNUAL POLICY PREMIUM \$ 5,666  
ADDITIONAL PREMIUM FOR COVERAGES FROM 04/28/89-04/15/90 \$ 78 *div. of 89 wage vs 84 wages*

THE REVISED POLICY PREMIUM SHOWN ABOVE REFLECTS YOUR ANNUALIZED PREMIUM. THIS DOES NOT INCLUDE YOUR CREDIT FOR EXISTING INSURANCE WHICH IS INCLUDED ON YOUR BILL.

G-88205-A (Ed. 7/83)

JSP DEC

018283557

*Thomas R. J. J. J.*  
Corporate Secretary

*E. J. Notha*  
Chairman of the Board

I 0515



For All the Commitments You Make®

CNA Plaza  
Chicago, Illinois 60685

UNIVERSAL SECURITY ELITE AMENDED COVERAGE SUMMARY  
INSURANCE PROVIDED BY TRANSPORTATION INS. CO.  
(PAGE 2 OF 5)

NAMED INSURED: CHARLES A & CORNELIA GAETANO  
311 TURNER ST  
UTICA, NY 13501

AGENT: ROBERT J HANAFIN INC  
204 WASHINGTON AVE.  
ENDICOTT NY 13760  
PHONE: 607-754-3500

POLICY NUMBER: US 805971419

POLICY PERIOD: 04/28/89 TO 04/15/90  
12:01 AM STANDARD TIME

CONTINUED FROM PREVIOUS PAGE:

YOUR UNIVERSAL SECURITY POLICY HAS BEEN GIVEN:

APPLICABLE TO MOTOR VEHICLES:

A LOSS FREE DISCOUNT

A MULTIPLE CAR DISCOUNT

REASON AMENDED:

ADDITION OF INTERESTED PARTY INFORMATION

DELETION OF VEHICLE

ADDITION OF VEHICLE

RESIDENCE DESCRIPTION

EFFECTIVE  
DATE

1. 1113 PARKWAY EAST, UTICA NY 13501
2. WHITE LAKE RD, FORESTPORT NY 13338

06/07/89  
05/28/89

DESCRIPTION OF  
VEHICLES

VIN/SERIAL NUMBER

DRIVER  
NUMBER

EFFECTIVE  
DATE

1. 82 LINC CONTINENTAL
3. 88 LINC CONT SIGN
4. 89 JEEP WAGONEER

1MRBP98F6CY610523  
1LNB M98F8JY786945  
99999

01  
02

04/15/89  
04/15/89  
04/28/89

DRIVER(S)

1. CHARLES A GAETANO
2. CORNELIA H GAETANO

CLASS CODES: VEH 1 802120 VEH 3 801120 VEH 4 801120

NAVIGATIONAL WARRANTY--WITHIN 50 MILES OF THE MAINLAND SHORELINE OF THE CONTINENTAL UNITED STATES OF AMERICA, ALASKA OR CANADA, THEIR RESPECTIVE INLAND WATERWAYS OR THE GULF OF CALIFORNIA NORTH 30 DEGREES NORTH LATITUDE, PROVIDED THE BOAT IS NOT MOORED IN MEXICO.

INTERESTED PARTIES

LIENHOLDER VEH 1 & 3

CHARLES A GAETANO CONST CORP  
311 TURNER ST  
UTICA, NY 13501

LIENHOLDER VEH 4

CHRYSLER CR CORP  
P O BOX 15014  
ALBANY, NY 12212

G-98205-A (Ed. 7/83)

SP DEC 018283557

*James R. Jelen*  
Corporate Secretary

*E. J. Noha*  
Chairman of the Board

I 0515



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CNA Plaza  
Chicago, Illinois 60685

UNIVERSAL SECURITY ELITE AMENDED COVERAGE SUMMARY  
INSURANCE PROVIDED BY TRANSPORTATION INS. CO.  
(PAGE 1 OF 5)

NAMED INSURED: CHARLES A & CORNELIA GAETANO  
311 TURNER ST  
UTICA, NY 13501

AGENT: ROBERT J HANAFIN INC  
204 WASHINGTON AVE.  
ENDICOTT NY 13760  
PHONE: 607-754-3500

CHARLES A & CORNELIA GAETANO  
311 TURNER ST  
UTICA, NY 13501

POLICY NUMBER: US 805971419

POLICY PERIOD: 04/28/89 TO 04/15/90  
12:01 AM STANDARD TIME

COVERAGE

LIABILITY

PERSONAL LIABILITY  
OPTIONAL EXCESS LIABILITY  
MEDICAL EXPENSE  
UNINSURED/UNDERINSURED MOTORISTS  
PERSONAL INJURY PROTECTION

adols  
89 with  
renewal  
8/1

LIMIT	DEDUCTIBLE
\$ 500,000	NONE
\$4,500,000	NONE
\$ 5,000	NONE
\$ 500,000	NONE
PER ENDORSEMENT	NONE

PROPERTY

REAL PROPERTY AND TANGIBLE PERSONAL PROPERTY

RESIDENCE 1	\$1,520,000	\$	250
RESIDENCE 2	\$ 154,000	\$	250

THE LIMIT SHOWN REPRESENTS 200% OF THE  
CALCULATED DWELLING REPLACEMENT VALUES  
OF \$ 760,000--RESIDENCE 1  
\$ 77,000--RESIDENCE 2

EACH LIMIT IS THE TOTAL AMOUNT OF  
INSURANCE FOR YOUR DWELLING, OTHER  
STRUCTURES, AND TANGIBLE PERSONAL  
PROPERTY FOR THE LOCATION.

MOTOR VEHICLES

OTHER THAN COLLISION FOR VEH 1, 3 & 4	ACTUAL CASH VALUE	\$	50
COLLISION FOR VEH 1, 3 & 4	ACTUAL CASH VALUE	\$	200

ALL COVERAGES ARE SUBJECT TO THE ACTUAL PROVISIONS OF THE POLICY

SUBJECT TO THE FOLLOWING FORMS AND ENDORSEMENTS:

G-42324-A (06-84), G-42326-A (11-84), G-42327-A (01-84),  
G-42328-A (03-86), G-42340-A, G-42346-A (09-85), G-54426-A (02-85),  
G-56447-A (03-86)

\*G-56043-A (01-86)

THE FORMS WITH AN ASTERISK REFLECT REVISED OR NEW FORMS INCLUDED  
WITH THIS COVERAGE SUMMARY

YOUR UNIVERSAL SECURITY POLICY HAS BEEN GIVEN:

APPLICABLE TO YOUR ENTIRE POLICY:

CREDIT FOR EXISTING INSURANCE

APPLICABLE TO PROPERTY:

PROTECTIVE DEVICE DISCOUNT

SP DEC 018283557

G-88205-A (Ed. 7/83)

*Thomas R. J. J. J.*  
Corporate Secretary

*E. J. Notha*  
Chairman of the Board

I 0515



For All the Commitments You Make

CNA Plaza

Chicago, Illinois 60685

UNIVERSAL SECURITY ELITE NEW BUSINESS COVERAGE SUMMARY  
INSURANCE PROVIDED BY TRANSPORTATION INS. CO.

(PAGE 1 OF 5)

NAMED INSURED: CHARLES A & CORNELIA GAETANO  
311 TURNER ST  
UTICA, NY 13501

AGENT: ROBERT J HANAFIN INC  
204 WASHINGTON AVE.  
ENDICOTT NY 13760  
PHONE: 607-754-3500

CHARLES A & CORNELIA GAETANO  
311 TURNER ST  
UTICA, NY 13501

POLICY NUMBER: US 805971419

POLICY PERIOD: 04/15/89 TO 04/15/90  
12:01 AM STANDARD TIME

UNIVERSAL SECURITY ELITE POLICY BILLING SCHEDULE

PREPARED 05/10/89

PAYOR - CHARLES A & CORNELIA GAETANO  
ACTIVITY EFFECTIVE PREMIUM

ACTIVITY	EFFECTIVE	PREMIUM	DUE DATE	STATUS	AMOUNT
DOWN PAYMENT					\$ (645.20)
NEW POLICY	04/15/89	\$ 1531.00			
1ST INSTALLMENT			06/04/89	PAID	\$ 382.75
ADDITIONAL COVERAGE	05/28/89	\$ 432.00			
ADDITIONAL COVERAGE	06/07/89	\$ 3084.00			
2ND INSTALLMENT - PARTIAL			07/15/89	PAID	\$ 262.45
2ND INSTALLMENT - BAL UNPAID			07/15/89		\$ 1585.64
3RD INSTALLMENT			10/15/89		\$ 1408.08
4TH INSTALLMENT			01/15/90		\$ 1408.08

CHARGES/CREDITS: .... \$ 5047.00

CURRENT BALANCE: ..... \$ 4401.80

INSURED'S INFORMATION:

THE TOTAL USP POLICY PREMIUM IS \$5,047.00. THE PREMIUM HAS BEEN ESTABLISHED ON THE FOUR-PAY QUARTERLY PAYMENT PLAN.

YOUR DOWN PAYMENT HAS PAID YOU AHEAD OF SCHEDULE, SO NOTHING IS CURRENTLY DUE. YOUR NEXT QUARTERLY INSTALLMENT OF \$1,585.64 IS DUE 07/15/89.

**NOTE:** YOU HAVE ADDITIONAL COVERAGES WHICH BECOME EFFECTIVE AS SHOWN ABOVE. THE ADDITIONAL CHARGES HAVE BEEN FIGURED INTO YOUR PREMIUM INSTALLMENTS.

TO PAY IN QUARTERLY INSTALLMENTS, NOTHING IS CURRENTLY DUE.  
TO PAY IN FULL, THE TOTAL AMOUNT DUE IS \$4,401.80.  
IF YOU DO NOT CHOOSE TO PAY THE CURRENT BALANCE IN FULL, AN INSTALLMENT CHARGE WILL APPEAR ON YOUR NEXT ACCOUNT STATEMENT.

G-88205-A (Ed. 7/83)

USP DEC 018283557

*John P. J...*  
Corporate Secretary

*E. J. Noha*  
Chairman of the Board

I 0510





For All the Commitments You Make®

CNA Plaza

Chicago, Illinois 60685

UNIVERSAL SECURITY ELITE NEW BUSINESS COVERAGE SUMMARY  
INSURANCE PROVIDED BY TRANSPORTATION INS. CO.  
(PAGE 2 OF 5)

NAMED INSURED: CHARLES A & CORNELIA GAETANO  
311 TURNER ST  
UTICA, NY 13501

AGENT: ROBERT J HANAFIN INC  
204 WASHINGTON AVE.  
ENDICOTT NY 13760  
PHONE: 607-754-3500

POLICY NUMBER: US 805971419

POLICY PERIOD: 04/15/89 TO 04/15/90  
12:01 AM STANDARD TIME

CONTINUED FROM PREVIOUS PAGE:

COVERAGE	LIMIT	DEDUCTIBLE
<b>LIABILITY</b>		
PERSONAL LIABILITY	\$ 500,000	NONE
OPTIONAL EXCESS LIABILITY	\$4,500,000	NONE
MEDICAL EXPENSE	\$ 5,000	NONE
UNINSURED/UNDERINSURED MOTORISTS	\$ 500,000	NONE
PERSONAL INJURY PROTECTION	PER ENDORSEMENT	NONE

**PROPERTY**

**REAL PROPERTY AND TANGIBLE PERSONAL PROPERTY**

RESIDENCE 1	\$1,520,000	\$	250
RESIDENCE 2	\$ 154,000	\$	250

THE LIMIT SHOWN REPRESENTS 200% OF THE  
CALCULATED DWELLING REPLACEMENT VALUES  
OF \$ 760,000--RESIDENCE 1  
\$ 77,000--RESIDENCE 2

EACH LIMIT IS THE TOTAL AMOUNT OF  
INSURANCE FOR YOUR DWELLING, OTHER  
STRUCTURES, AND TANGIBLE PERSONAL  
PROPERTY FOR THE LOCATION.

**MOTOR VEHICLES**

OTHER THAN COLLISION FOR VEH 1, 2 & 3	ACTUAL CASH VALUE	\$	50
COLLISION FOR VEH 1, 2 & 3	ACTUAL CASH VALUE	\$	200

ALL COVERAGES ARE SUBJECT TO THE ACTUAL PROVISIONS OF THE POLICY

**SUBJECT TO THE FOLLOWING FORMS AND ENDORSEMENTS:**

G-42324-A (06-84), G-42326-A (11-84), G-42327-A (01-84),  
G-42328-A (03-86), G-42340-A, G-42346-A (09-85), G-54426-A (02-85),  
G-56447-A (03-86)

G-56043-A (01-86)

**PLEASE READ THE ATTACHED IMPORTANT NOTICES CONCERNING YOUR POLICY:**

A1-53908-C (09-88)	THE CNA INSURANCE COMPANIES
G-53624-B31 (11-87)	MOTOR VEHICLE OPERATORS NOTICE
G-57195-A (01-87)	ACCIDENT PREVENTION DISC. AVAILABILITY

**YOUR UNIVERSAL SECURITY POLICY HAS BEEN GIVEN:**

**APPLICABLE TO YOUR ENTIRE POLICY:**

CREDIT FOR EXISTING INSURANCE

G-88205-A (Ed. 7/83) USP DEC

018283557

THIS POLICY SHALL NOT BE  
VALID UNLESS COUNTERSIGNED  
BY A DULY AUTHORIZED AGENT  
OF THIS COMPANY.

*Sheri Weedman*

AUTHORIZED AGENT  
I 0510

Corporate Secretary

*Egnoka*  
Chairman of the Board



For All the Commitments You Make®

CNA Plaza  
Chicago, Illinois 60685

UNIVERSAL SECURITY ELITE NEW BUSINESS COVERAGE SUMMARY  
INSURANCE PROVIDED BY TRANSPORTATION INS. CO.  
(PAGE 3 OF 5)

NAMED INSURED: CHARLES A & CORNELIA GAETANO  
311 TURNER ST  
UTICA, NY 13501

AGENT: ROBERT J HANAFIN INC  
204 WASHINGTON AVE.  
ENDICOTT NY 13760  
PHONE: 607-754-3500

POLICY NUMBER: US 805971419

POLICY PERIOD: 04/15/89 TO 04/15/90  
12:01 AM STANDARD TIME

CONTINUED FROM PREVIOUS PAGE:

YOUR UNIVERSAL SECURITY POLICY HAS BEEN GIVEN:

APPLICABLE TO PROPERTY:

A PROTECTIVE DEVICE DISCOUNT

APPLICABLE TO MOTOR VEHICLES:

A LOSS FREE DISCOUNT

A MULTIPLE CAR DISCOUNT

RESIDENCE DESCRIPTION

EFFECTIVE  
DATE

1. 1113 PARKWAY EAST, UTICA NY 13501
2. WHITE LAKE RD, FORESTPORT NY 13338

06/07/89  
05/28/89

DESCRIPTION OF  
VEHICLES

VIN/SERIAL NUMBER

DRIVER  
NUMBER

EFFECTIVE  
DATE

1. 82 LINC CONTINENTAL
2. 84 JEEP WAGONEER
3. 88 LINC CONT SIGN

1MRBP98F6CY610523  
1JCNJ15NJED18458  
1LNBM98F8JY786945

01  
02

04/15/89  
04/15/89  
04/15/89

DRIVER(S)

1. CHARLES A GAETANO
2. CORNELIA H GAETANO

CLASS CODES: VEH 1 802120 VEH 2 801120 VEH 3 801120

NAVIGATIONAL WARRANTY--WITHIN 50 MILES OF THE MAINLAND SHORELINE OF THE CONTINENTAL UNITED STATES OF AMERICA, ALASKA OR CANADA, THEIR RESPECTIVE INLAND WATERWAYS OR THE GULF OF CALIFORNIA NORTH 30 DEGREES NORTH LATITUDE, PROVIDED THE BOAT IS NOT MOORED IN MEXICO.

INTERESTED PARTIES

LIENHOLDER VEH 1 & 3

CHARLES A GAETANO CONST CORP  
311 TURNER ST  
UTICA, NY 13501

SPECIAL INFORMATION

THIS COVERAGE SUMMARY IS PART OF THE POLICY

TOTAL POLICY PREMIUM \$ 5,585

THE TOTAL POLICY PREMIUM SHOWN ABOVE REFLECTS YOUR ANNUAL PREMIUM. THIS DOES NOT INCLUDE A CREDIT FOR EXISTING INSURANCE OF \$538 WHICH IS INCLUDED ON YOUR BILL.

538  
5047

G-88205-A (Ed. 7/83)

USP DEC 018283557

*James A. Jell*  
Corporate Secretary

*E. J. Noh*  
Chairman of the Board

I 0510



For All the Commitments You Make®

CNA Plaza  
Chicago, Illinois 60685

UNIVERSAL SECURITY ELITE NEW BUSINESS COVERAGE SUMMARY  
INSURANCE PROVIDED BY TRANSPORTATION INS. CO.  
(PAGE 4 OF 5)

NAMED INSURED: CHARLES A & CORNELIA GAETANO  
311 TURNER ST  
UTICA, NY 13501

AGENT: ROBERT J HANAFIN INC  
204 WASHINGTON AVE.  
ENDICOTT NY 13760  
PHONE: 607-754-3500

POLICY NUMBER: US 805971419

POLICY PERIOD: 04/15/89 TO 04/15/90  
12:01 AM STANDARD TIME

CONTINUED FROM PREVIOUS PAGE:

SUMMARY OF ALL USP PREMIUMS

RESIDENCE	TERR	FIRE DEPT	MILES	PC	FT/HYD	CONST	YR	PREMIUM
1. PROPERTY	82	UTICA	3	03	500	MASONRY	35	\$ 3,565
2. PROPERTY	53	FORESTPORT	5	09	1001	FRAME	67	\$ 486
WORKER'S COMPENSATION								\$ 3
<b>VEHICLES</b>	<b>TERR</b>	<b>SYM</b>	<b>SEX</b>	<b>M/S</b>				
1. LIABILITY	82	13	M	2				\$ 134
OTHER THAN COLLISION								\$ 69
COLLISION								\$ 145
PERSONAL INJURY PROTECTION								\$ 32
2. LIABILITY	82	12						\$ 155
OTHER THAN COLLISION								\$ 85
COLLISION								\$ 180
PERSONAL INJURY PROTECTION								\$ 36
3. LIABILITY	82	14	F	2				\$ 155
OTHER THAN COLLISION								\$ 144
COLLISION								\$ 274
PERSONAL INJURY PROTECTION								\$ 36
UM/UIM PREMIUM FOR ALL VEHICLES								\$ 86
<b>TOTAL FOR ALL EXPOSURES</b>								\$ 5,585

CNA'S PERSONAL INSURANCE .... CONTINUING OUR COMMITMENT TO GIVE YOU THE MOST COMPREHENSIVE COVERAGE AT THE BEST POSSIBLE PRICE.

FOR ALL YOUR INSURANCE NEEDS, CONTACT YOUR INDEPENDENT CNA AGENT.

G-88205-A (Ed. 7/83)

SP DEC 018283557

*Thomas E. J. J.*  
Corporate Secretary

*E. J. Noha*  
Chairman of the Board

537  
456  
81

I 0510



For All the Commitments You Make®

CNA Plaza

Chicago, Illinois 60685

UNIVERSAL SECURITY ELITE NEW BUSINESS COVERAGE SUMMARY  
INSURANCE PROVIDED BY TRANSPORTATION INS. CO.

(PAGE 5 OF 5)

NAMED INSURED: CHARLES A & CORNELIA GAETANO  
311 TURNER ST  
UTICA, NY 13501

AGENT: ROBERT J HANAFIN INC  
204 WASHINGTON AVE.  
ENDICOTT NY 13760  
PHONE: 607-754-3500

POLICY NUMBER: US 805971419

POLICY PERIOD: 04/15/89 TO 04/15/90  
12:01 AM STANDARD TIME

CONTINUED FROM PREVIOUS PAGE:

UNIVERSAL SECURITY POLICY  
FULL COVERAGE WINDOW GLASS  
NEW YORK

SCHEDULE

YEAR/MAKE/MODEL	VEHICLE IDENTIFICATION #	FULL COVERAGE WINDOW GLASS	
		COLLISION	OTHER THAN COLLISION
1982 LINC CONTINENTAL	1MRBP98F6CY61D523		X
1984 JEEP WAGONEER	1JCNJ15NJED18458		X
1988 LINC CONT SIGN	1LNBM98F8JY786945		X

FOR AN ADDITIONAL PREMIUM, THE FIRST PARAGRAPH UNDER "DAMAGE TO MOTOR VEHICLES" IN THE UNIVERSAL SECURITY DELUXE MOTOR VEHICLE POLICY: OR, UNDER "PROPERTY COVERAGE-MOTOR VEHICLE" IN ALL OTHER UNIVERSAL SECURITY POLICIES, IS AMENDED BY THE ADDITION OF THE FOLLOWING:

WE WILL PAY UNDER COLLISION OR OTHER THAN COLLISION FOR WINDOW GLASS BREAKAGE ON YOUR COVERED AUTOMOBILE WITHOUT A DEDUCTIBLE. WE WILL PAY ONLY IF THE SCHEDULE OR COVERAGE SUMMARY INDICATES THAT FULL COVERAGE WINDOW GLASS APPLIES TO THAT AUTO AND COVERAGE. IF ONLY COLLISION COVERAGE IS AFFORDED WITH FULL COVERAGE WINDOW GLASS, ANY COVERED WINDOW GLASS BREAKAGE CAUSED BY COLLISION WILL BE CONSIDERED A COLLISION LOSS.

ALL OTHER PROVISIONS APPLY.

INCLUDES COPYRIGHTED MATERIAL OF INSURANCE SERVICES OFFICE, INC.  
WITH ITS PERMISSION  
COPYRIGHT INSURANCE SERVICES OFFICE, INC., 1986.

G-56043-A (ED. 01/86)

G-38205-A (Ed. 7/82)

Corporate Secretary

*E. J. Notha*  
Chairman of the Board

I 0510



For All the Commitments You Make®

CNA Plaza  
Chicago, Illinois 60685

UNIVERSAL SECURITY ELITE NEW BUSINESS COVERAGE SUMMARY  
INSURANCE PROVIDED BY TRANSPORTATION INS. CO.  
(PAGE 1 OF 2)

NAMED INSURED: CHARLES A & CORNELIA GAETANO  
311 TURNER ST  
UTICA, NY 13501

AGENT: ROBERT J HANAFIN INC  
204 WASHINGTON AVE.  
ENDICOTT NY 13760  
PHONE: 607-754-3500

CHARLES A GAETANO CONST CORP  
311 TURNER ST  
UTICA, NY 13501

POLICY NUMBER: US 805971419

POLICY PERIOD: 04/15/89 TO 04/15/90  
12:01 AM STANDARD TIME

COVERAGE

LIMIT DEDUCTIBLE

LIABILITY

PERSONAL LIABILITY	\$ 500,000	NONE
OPTIONAL EXCESS LIABILITY	\$4,500,000	NONE
MEDICAL EXPENSE	\$ 5,000	NONE
UNINSURED/UNDERINSURED MOTORISTS	\$ 500,000	NONE
PERSONAL INJURY PROTECTION	PER ENDORSEMENT	NONE

PROPERTY

REAL PROPERTY AND TANGIBLE PERSONAL PROPERTY

RESIDENCE 1	\$1,520,000	\$	250
RESIDENCE 2	\$ 154,000	\$	250

THE LIMIT SHOWN REPRESENTS 200% OF THE  
CALCULATED DWELLING REPLACEMENT VALUES  
OF \$ 760,000--RESIDENCE 1  
\$ 77,000--RESIDENCE 2

EACH LIMIT IS THE TOTAL AMOUNT OF  
INSURANCE FOR YOUR DWELLING, OTHER  
STRUCTURES, AND TANGIBLE PERSONAL  
PROPERTY FOR THE LOCATION.

MOTOR VEHICLES

OTHER THAN COLLISION FOR VEH 1, 2 & 3	ACTUAL CASH VALUE	\$	50
COLLISION FOR VEH 1, 2 & 3	ACTUAL CASH VALUE	\$	200

ALL COVERAGES ARE SUBJECT TO THE ACTUAL PROVISIONS OF THE POLICY

SUBJECT TO THE FOLLOWING FORMS AND ENDORSEMENTS:

G-42324-A (06-84), G-42326-A (11-84), G-42327-A (01-84),  
G-42328-A (03-86), G-42340-A, G-42346-A (09-85), G-54426-A (02-85),  
G-56447-A (03-86)

G-56043-A (01-86)

PLEASE READ THE ATTACHED IMPORTANT NOTICES CONCERNING YOUR POLICY:

A1-53908-C (09-88)	THE CNA INSURANCE COMPANIES
G-53624-B31 (11-87)	MOTOR VEHICLE OPERATORS NOTICE
G-57195-A (01-87)	ACCIDENT PREVENTION DISC. AVAILABILITY

YOUR UNIVERSAL SECURITY POLICY HAS BEEN GIVEN:

APPLICABLE TO YOUR ENTIRE POLICY:

CREDIT FOR EXISTING INSURANCE

5047  
645  
4401.80

G-86205-A (Ed. 7/83)

USP DEC 018283557

*Thomas R. J. J. J.*  
Corporate Secretary

*E. J. Noha*  
Chairman of the Board

L 0510



For All the Commitments You Make

CNA Plaza

Chicago, Illinois 60685

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INSURANCE PROVIDED BY TRANSPORTATION INS. CO.  
(PAGE 2 OF 2)

NAMED INSURED: CHARLES A & CORNELIA GAETANO  
311 TURNER ST  
UTICA, NY 13501

AGENT: ROBERT J HANAFIN INC  
204 WASHINGTON AVE.  
ENDICOTT NY 13760  
PHONE: 807-754-3500

POLICY NUMBER: US 805971419

POLICY PERIOD: 04/15/89 TO 04/15/90  
12:01 AM STANDARD TIME

CONTINUED FROM PREVIOUS PAGE:

YOUR UNIVERSAL SECURITY POLICY HAS BEEN GIVEN:

APPLICABLE TO PROPERTY:

A PROTECTIVE DEVICE DISCOUNT

APPLICABLE TO MOTOR VEHICLES:

A LOSS FREE DISCOUNT

A MULTIPLE CAR DISCOUNT

RESIDENCE DESCRIPTION

1. 1113 PARKWAY EAST, UTICA NY 13501
2. WHITE LAKE RD, FORESTPORT NY 13338

EFFECTIVE  
DATE

06/07/89  
05/28/89

DESCRIPTION OF  
VEHICLES

VIN/SERIAL NUMBER

DRIVER  
NUMBER

EFFECTIVE  
DATE

1. 82 LINC CONTINENTAL
2. 84 JEEP WAGONEER
3. 88 LINC CONT SIGN

1MRBP98F6CY610523  
1JCNJ15NJE018458  
1LNB M98F8JY786945

01  
02

04/15/89  
04/15/89  
04/15/89

DRIVER(S)

1. CHARLES A GAETANO

2. CORNELIA H GAETANO

CLASS CODES: VEH 1 802120 VEH 2 801120 VEH 3 801120

NAVIGATIONAL WARRANTY--WITHIN 50 MILES OF THE MAINLAND SHORELINE OF THE CONTINENTAL UNITED STATES OF AMERICA, ALASKA OR CANADA, THEIR RESPECTIVE INLAND WATERWAYS OR THE GULF OF CALIFORNIA NORTH 30 DEGREES NORTH LATITUDE, PROVIDED THE BOAT IS NOT MOORED IN MEXICO.

INTERESTED PARTIES

LIENHOLDER VEH 1 & 3

CHARLES A GAETANO CONST CORP  
311 TURNER ST  
UTICA, NY 13501

SPECIAL INFORMATION

THIS COVERAGE SUMMARY IS PART OF THE POLICY

TOTAL POLICY PREMIUM \$ 5,585

THE TOTAL POLICY PREMIUM SHOWN ABOVE REFLECTS YOUR ANNUAL PREMIUM. THIS DOES NOT INCLUDE A CREDIT FOR EXISTING INSURANCE OF \$538 WHICH IS INCLUDED ON YOUR BILL.

FOR ALL YOUR INSURANCE NEEDS, CONTACT YOUR INDEPENDENT CNA AGENT.

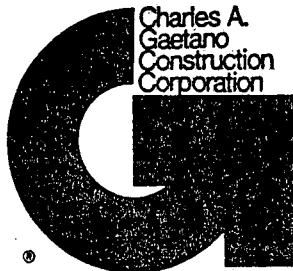
SP DEC 018283557

G-88205-A (Ed. 7/83)

Corporate Secretary

Chairman of the Board

L 0510



311 Turner Street • Utica, NY 13501 • Phone 315/733-4611 • FAX 315/733-8287

May 26, 1989  
CERTIFIED MAIL - RRR

Department of Motor Vehicles  
Financial Security Section  
Box 2725-ESP  
Albany, NY 12220-0725

RE: Order No. C905223  
Motorist ID - G01176-57882-824771-23  
Plate No. OKX489

Dear Sirs:

The suspension stated in the above referenced Order Of Suspension or Revocation is incorrect. As indicated by the enclosed New York State Insurance Identification Card, proper insurance coverage was in effect at the time the plates were surrendered.

Please reverse this incorrect Order Of Suspension.

Thank you for your cooperation in this matter.

Very truly yours,

CHARLES A. GAETANO CONSTRUCTION CORPORATION

John N. Kinney  
Controller

JNK:bh  
Enc.



P 114 677 032

**RECEIPT FOR CERTIFIED MAIL**

NO INSURANCE COVERAGE PROVIDED  
NOT FOR INTERNATIONAL MAIL

*(See Reverse)*

★ U.S.G.P.O. 1984-446-014

PS Form 3800, Feb. 1982

Sent to Dept. Motor Vehicles Financial Security Section	
Street and No. Box 2725-ESP	
P.O., State and ZIP Code Albany, NY 12220-0725	
Postage	\$
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to whom and Date Delivered	
Return receipt showing to whom, Date, and Address of Delivery	
TOTAL Postage and Fees	\$
Postmark or Date  5/26/89	



FS-20 (9/76)

**NEW YORK STATE INSURANCE IDENTIFICATION CARD**  
**COMPANY 015 AMERICAN CASUALTY COMPANY**  
**CODE**

An authorized NEW YORK insurer has issued an Owner's Policy of Liability Insurance complying with Article 6 (Motor Vehicle Financial Security Act) of the NEW YORK Vehicle and Traffic Law to:

**CHARLES A & CORNELIA GAETANO**  
**311 TURNER ST**  
**UTICA, NY 13501**

*replaced by  
us*

POLICY NUMBER
<b>AD 9663015</b>
EFFECTIVE DATE
<b>04/15/89</b>
EXPIRATION DATE
<b>04/15/90</b>
Office Issuing this card
<b>READING, PA.</b>

Applicable with respect to the following Motor Vehicle.

**82**

**LINC CONTINENTAL**

**1MRBP98F6CY610523**

Year

Make

Vehicle Identification Number

G-33347-B **080-034184 RENEWAL DEC**

**SEE IMPORTANT MESSAGE ON REVERSE SIDE**

*James D. Penn*

Authorized Representative

GAETANO, CHARLES, A  
1113 PARKWAY E  
UTICA NY

13501

**NOTICE OF  
RESTORATION**

05/16/89

Order No.

C905223

Case No.

Motorist Identification Number	Date of Birth	Sex	Plate No.	Type of Reg.	Expiration Date
G01176-57882-824771-23	07/18/23	M	OKX489	PAS-16	04/80

THE ABOVE SUSPENSION ORDER HAS BEEN RESCINDED FOR THE FOLLOWING ITEMS:  
REGISTRATION CERTIFICATES AND PLATES

REASON: PROOF OF SUPERSEDING INSURANCE COVERAGE RECEIVED

FOR YOUR PROTECTION CARRY THIS NOTICE AT LEAST ONE MONTH WITH YOUR RESTORED  
DOCUMENT. THEN RETAIN UNTIL YOUR NEXT REGISTRATION RENEWAL.



## **New York State Department of Motor Vehicles HOW TO COMPLY WITH A SUSPENSION ORDER FOR AN INSURANCE LAPSE**

### **WHAT DO I DO IF MY VEHICLE REGISTRATION IS SUSPENDED FOR NO INSURANCE?**

You must immediately turn in your license plates for the number of days the vehicle was registered but uninsured or, if eligible, pay a fine (see below).

### **WHERE DO I TURN IN MY LICENSE PLATES IF MY REGISTRATION IS SUSPENDED?**

You may return them by mail or in person to any State Motor Vehicle District Office. If you mail your plates, the postmark date will be the date the suspension begins.

### **HOW DO I PAY A FINE?**

If the insurance lapse was for 90 days or less, your registration suspension will end if you pay a fine instead of turning in your plates. The fine is \$4.00 for each day (or part) that the vehicle was registered but uninsured. This option is available only once during a 36-month period and cannot be applied to a driver's license suspension.

If you decide to pay the fine, you must also submit acceptable proof of current liability insurance coverage as specified on the other side of this card.

Fines may be paid by mail, by sending certified funds (NO CASH OR PERSONAL CHECKS) to:

Financial Security Section  
Box 2725-ESP  
Albany, New York 12220-0725

Fines may be paid in person, by cash or certified funds made payable to the Commissioner of Motor Vehicles, at any State Motor Vehicle District Office.

### **WHAT DO I DO IF MY DRIVER'S LICENSE IS SUSPENDED FOR AN INSURANCE LAPSE?**

If you receive a license suspension order, you must immediately turn in your driver's license, by mail to the Financial Security Section at the above address, or in person to a State Motor Vehicle District Office. In addition, if you have not already done so, you must immediately turn in the license plates for all vehicles for which liability insurance coverage was terminated.

### **WHAT SHOULD I DO IF THE SUSPENSION IS NOT JUSTIFIED BECAUSE I HAD INSURANCE COVERAGE OR I DID NOT HAVE POSSESSION OF THE VEHICLE?**

You should submit proof (see reverse side for acceptable proofs) to the Financial Security Section, at the above address, of insurance coverage for the time in question or proof that you did not have possession of the vehicle.

### **WHO CAN HELP ME?**

If you have questions, call the Department of Motor Vehicles' Financial Security Section in Albany at (518) 474-0700.

New York State Department of Motor Vehicles

**ACCEPTABLE PROOF**

*Only One Proof is Needed. Proof Should Include Year, Make and Vehicle Identification Number (VIN) of the Vehicle. Documents Submitted WILL NOT be Returned.*

**VEHICLE HAS LIABILITY INSURANCE**

- Copy of current insurance ID card **IN REGISTRANT'S NAME**. An ID card issued by the terminating company with an effective date on or before the reported termination date is **NOT** acceptable.

OR

- Reinstatement notice from the terminating company, which gives date of reinstatement.

OR

- Letter from a licensed agent or broker, on agency letterhead, proving coverage. It must provide the insurance company name, the effective date of coverage, the registrant's name and address, vehicle description and the agent or broker's license number.

OR

- Letter from an official of an insurance company, on company letterhead, proving coverage. It must provide the effective date of coverage, the registrant's name and address and vehicle description.

**VEHICLE SOLD**

- Copy of bill of sale with date of sale.

OR

- Notarized statement of facts from you that confirms the sale, including date of sale and purchaser's name.

**VEHICLE REPOSSESSED**

- Copy of the Notice of Repossession with the date of repossession.

OR

- Letter from an official of the lending institution, on their letterhead, verifying the repossession. It must give date of repossession, the registrant's name and address and vehicle description.

**VEHICLE IMPOUNDED**

- Copy of the impoundment receipt or official letter from the civil or police authority which gives dates and length of impoundment. If vehicle recovered, include a copy of current insurance ID card.

**VEHICLE STOLEN**

- Copy of theft report from police or insurance company, with date of theft. If vehicle recovered, include a copy of current insurance ID card.

**VEHICLE REGISTERED OUT OF NEW YORK STATE**

- Copy of out-of-state registration with date of registration.

GAETANO, CHARLES, A  
1113 PARKWAY E  
UTICA NY

13501

ORDER OF  
SUSPENSION OR REVOCATION



Order No.

C905223

Case No.

Motorist Identification Number	Date of Birth	Sex	Plate No.	Type of Reg.	Expiration Date
G01176-57882-824771-23	07/18/23	M	OKX489	PAS-16	04/90

PURSUANT TO SECTION 318.1(A) OF THE VEHICLE AND TRAFFIC LAW YOUR REGISTRATION CERTIFICATES AND PLATES ARE HEREBY SUSPENDED FOR A PERIOD OF 31 DAYS FOR FAILURE TO MAINTAIN CONTINUOUS VEHICLE LIABILITY INSURANCE COVERAGE.

INSURANCE TERMINATED: 04/15/89 FOR 82 LINCO 1MRBP98F6CY610523  
TERMINATING CO. & CODE: 015 - AMER CAS CO OF READING PA  
PLATES SURRENDERED: 05/16/89  
SUSPENSION ENDING DATE: 06/17/89

NO ACTION IS REQUIRED ON YOUR PART. THIS SUSPENSION WAS ISSUED BECAUSE INSURANCE WAS TERMINATED BEFORE PLATES WERE SURRENDERED. THE LAW REQUIRES PLATES TO BE SURRENDERED BEFORE INSURANCE IS TERMINATED.

IF YOU BELIEVE THIS SUSPENSION IS INCORRECT BECAUSE YOU OBTAINED NEW INSURANCE OR NO LONGER HAD THE VEHICLE ON OR BEFORE 04/15/89 YOU MAY SUBMIT ACCEPTABLE PROOF. (SEE ENCLOSED CARD)

MV-110C (5/84) COMPLIED REG ORDER - SURRENDER

COMMISSIONER OF MOTOR VEHICLES

# UNIVERSAL SECURITY

Elite

1 renewal  
not 4

Total  
Premium 5531



Current  
Cost  
of:

Pool/Boat - 3275

Auto - 1502

Excess 345

Camp 442

5564

Additional  
Coverage  
over  
former  
policies

Your Complete Personal Insurance Program



# Now, Insure Your Home, Car and other Personal Property with One Policy!

Choosing the best insurance coverage for your home, car and other valuable, property is an important and often difficult decision. With so many policies available, how do you know which one is best for you?

Now, your CNA agent can help make that decision easier for you, with CNA's new Universal Security policy.

## The Elite standard in personal insurance

CNA's Universal Security-Elite represents a new standard in personal property and liability insurance. The policy is designed as a complete package, to cover all your insurance needs for your home, car and other possessions—including boats, recreational vehicles, second homes, jewelry, furs, fine arts, and much more.

What CNA's Universal Security offers you is a flexible, convenient combination of comprehensive coverages—including homeowners, auto and personal property—all in *one* policy. That means there's just one policy to read, one payment plan to establish, and one insurance company for you and your agent to deal with in the event of a claim. And because *all* your property is covered under one policy, you can be sure you have no potentially dangerous gaps or costly overlaps in your coverage.

## One package with competitive premium rates

Flexibility, convenience and high coverage limits are not the only benefits Universal Security offers. Because the package is designed to eliminate coverage overlaps, unnecessary paperwork and processing, and duplication of effort, CNA is able to realize cost savings which are passed along to you. As a result, Universal Security Elite can give you better and broader coverage, at a very attractive price.

And because the policy package is tailored to your *specific* insurance needs, you can be sure the premium you pay represents only the precise coverage you need.



# Here's What You Get with CNA's Universal Security-Elite

## Property coverage

First, you get comprehensive, replacement cost coverage for your personal property, including:

- |                        |                         |                      |
|------------------------|-------------------------|----------------------|
| ■ Primary Residence    | ■ Recreational Vehicles | ■ Furs               |
| ■ Secondary Residences | ■ Jewelry               | ■ Fine Arts          |
| ■ Autos                | ■ Furnishings           | ■ Personal Computers |
| ■ Boats                | ■ Clothes               | ■ And much more      |

## Coverage on all property—for all risks—at all times

Coverage is written on an all-risk basis, which means you're covered for fire, storms, theft, auto collisions, and almost everything else—the policy contains only a very few, clearly spelled out exclusions.

CNA's Universal Security offers the broadest, most liberal coverage limits available:

- **Homeowner's Coverage**—Repair or replacement value payments for residences and most personal property.
- **Auto Coverage**—Market value repair or replacement for automobiles, boats, and RVs. (Optional replacement cost coverage is also available for automobiles.)
- **Special Items Coverage**—Furs and jewelry are automatically covered to \$10,000 (compared to typical \$500-\$1,000 limits). Even higher coverage is available at a small additional cost.



# Universal Security: A Coverage Comparison

Coverages	Standard Policies	Universal Security Deluxe	Universal Security Elite
All Risk Coverage for Property and Contents	No	No	Yes
Rental Property	No	Yes	Yes
Boats	No	Yes	Yes
Motorcycles	No	Yes	Yes
Recreational Vehicles	No	Yes	Yes
Higher Internal Limits	No	Yes	Yes
Libel and Slander	Optional	Yes	Yes
Uninsured/Underinsured Boats	No	Yes	Yes

## CNA's Universal Security: Policy Exclusions

- Intentional Acts
- Business Pursuits\*
  - Livery
  - Aircraft
  - Freezing
- Wear and Tear
- Earthquake\*
  - War
- Contract Liability
- Failure to Render Professional Services
- Discrimination

\*These coverages may be added by endorsement for an additional premium charge.

Universal Security is underwritten by Continental Casualty Company, and in New York State by Transportation Insurance Company, two of the CNA Insurance Companies.

This information is for illustrative purposes only and is not an insurance contract. This information is intended to provide a general review of the coverages available. Please remember that only your insurance policy can give you the actual terms, coverage, amounts, conditions and exclusions.



For All the Commitments You Make®



# UNIVERSAL SECURITY

## Universal Security: An Internal Limits Comparison

Insured Item	Standard Policies	Universal Security Deluxe	Universal Security Elite
Jewelry and Furs	\$1,000	\$5,000	\$10,000
Silverware	\$2,500	\$5,000	\$10,000
Car Rental	\$10/day (Total theft only)	\$20/day (Any covered loss)	\$30 (Any covered loss)
Credit Card Theft	\$500	\$2,500	\$5,000
Money and Coins	\$200	\$250	\$500
Mortgage Extra Expense	None	\$7,000	\$12,000
Goodwill Payments	\$500	\$1,000	\$1,000
Towing	None	\$35	\$35
Valuable Papers and Stamps	\$1,000	\$5,000	\$5,000
Medical Expenses	\$1,000	\$5,000	\$5,000
Extra Construction Expenses	None	Included	Included
Debris Removal	5%	\$10,000	\$10,000
Firearms	\$2,000	\$2,500	\$5,000
Fire Department Service Charge	\$500	\$1,000	\$1,000
Reward	None	\$1,000	\$1,000
Home Computer Program			
Hardware/Software	Optional	\$10,000	\$10,000
Data Re-creation	\$1,000	\$1,000	\$1,000
Business Property	\$2,500	\$5,000	\$5,000
Loss Assessment	\$1,000	\$5,000	\$10,000






## Personal liability coverage

The liability portion of CNA's Universal Security policy is equally broad. You get coverage starting at \$300,000 and up to \$5,000,000 for:

- Property Liability
- Auto Liability
- Libel and Slander
- Comprehensive Personal Liability


## Other special coverages

Of course, Universal Security also includes other special coverages you may select according to your particular needs, including:

- **Monthly Mortgage Expense**—If a loss occurs to your home and you must refinance at a higher rate, Universal Security pays you up to \$250 a month, up to \$10,000, for additional mortgage expenses, for up to four years.
  - **Additional Living Expenses**—If your home is damaged, you may receive payments for additional living expenses, including fair rental value, debris removal, cost of temporary repairs, and more.
  - **Fire Department Charges**—Universal Security offers payments for fire department charges incurred during the department's efforts to save your property.
  - **Credit Card Liability**—You can receive up to \$5,000 for legal obligations arising from unauthorized use of your credit or fund transfer cards.
  - **Goodwill Payments**—If you should accidentally damage someone's personal property, Universal Security can pay up to \$1,000 in goodwill payments (compared to \$250 offered by most other policies).
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# CNA's Universal Security: Maximum Coverage at Minimum Cost



When you've had the chance to look into Universal Security in depth with your agent, we think you'll agree that this package offers you more than any other policy available. First, you get outstanding coverage...few exclusions...no coverage gaps...and the ability to mold the package to fit your exact needs.

Plus, you get the convenience of one agent...one insurance company...and one premium payment plan (including monthly payment options) that covers every need in your personal insurance universe.

And, very importantly, you get the maximum coverage at a cost that is likely to be lower than what you would pay for a combination of several less complete, individual policies. That's a benefit we think you'll really appreciate.

Coverage is underwritten by Continental Casualty Company, one of the CNA Insurance Companies.

